



July 2, 2020

Krista Lee Carsner, Director
Fiscal Review Committee
Cordell Hull Building
425 5th Avenue North, G-102
Nashville, TN 37243-0057

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

Justin P. Wilson, Comptroller of Treasury
Comptroller Procurement Compliance
1st Floor, State Capitol
Nashville, TN 37243-1402

RE: New Contract with Forensic Logic, LLC for access to and use of COPLINK

Dear Director Carsner, Chief Perry, and Comptroller Wilson:

The Tennessee Bureau of Investigation (TBI) and the Tennessee Department of Safety and Homeland Security (TDOSHS) are requesting the approval to pursue a three (3) year contract with Forensic Logic for access to and use of COPLINK.

COPLINK is a data sharing and crime analytics platform featuring a query search engine capable of accessing numerous data sources, extracting the information, and compiling the information into a single set result. Access to and use of COPLINK will increase the capabilities of the State's Fusion Center in its efforts to timely receive, analyze, and disseminate terrorism information and criminal activity relating to Tennessee as well as aid Tennessee district attorneys and local law enforcement in their efforts to respond to criminal and terrorist activity in Tennessee.

The anticipated maximum liability is \$3,670,900.00 and is in the TDOSHS' budget.

The TBI and the TDOSHS respectfully submit the above referenced request for consideration and approval.

Sincerely,

Sonya Hadley, Budget Director (TDOSHS)

Richard Littlehale, Assistant Director/Technology and Innovation Division (TBI)

Cc: Mark Naftel, Assistant Counsel (TBI)
Sandra Braber-Grove, Associate Counsel (TDOSHS)

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	TBI: Richard Littlehale TDOSHS: Sonya Hadley	*Contact Phone:	(615) 495-2090 (615) 251-5292
*Presenter's name(s):	Commissioner Jeff Long, Sonya Hadley, Sandra Braber-Grove, Director David Rausch, Richard Littlehale, Mark Naftel		
Edison Contract Number: <i>(if applicable)</i>	To Be Determined (TBD)	RFS Number: <i>(if applicable)</i>	348000-52720
*Original or Proposed Contract Begin Date:	September 15, 2020	*Current or Proposed End Date:	September 14, 2023
Current Request Amendment Number: <i>(if applicable)</i>	Not Applicable (N/A)		
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A		
*Department Submitting:	Tennessee Bureau of Investigation / Tennessee Department of Safety and Homeland Security		
*Division:	Tennessee Fusion Center		
*Date Submitted:	July 02, 2020		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	N/A		
*Contract Vendor Name:	Forensic Logic, LLC		
*Current or Proposed Maximum Liability:	\$ 3,670,900.00		
*Estimated Total Spend for Commodities:	None		
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY2021			
\$3,670,900.00			
*Current Total Expenditures by Fiscal Year of Contract: N/A (new contract) (attach backup documentation from Edison)			
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		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$3,670,900.00	Federal:	\$0.00
<i>Interdepartmental:</i>	\$0.00	<i>Other:</i>	\$0.00
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</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>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		Sole Source Contract	
<p style="text-align: center;">*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>\$3,670,900.00. The cost was determined by a proposal submitted by the Sole Source Contractor and reflects a seventy-two percent (72%) discount and additional discounts on annual maintenance.</p>	
<p style="text-align: center;">*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>The services to be acquired will be used by the Tennessee Fusion Center in its efforts to timely receive, analyze, and disseminate terrorism information and criminal activity relating to Tennessee. A sole source contract with this Contractor is in the best interest of the State because this Contractor is the only vendor that combines advanced structured query tools with a highly complex search engine that uses law enforcement context-sensitive search algorithms that are patent-pending and uses artificial intelligence (AI)-based tactical lead generation and identification of entity associations. The Contractor has the largest nationwide and major metropolitan law enforcement records data coverage with over one billion law enforcement records and supporting over three thousand (3,000) individual data sources, providing unique value that cannot be matched by any other service or Contractor.</p>	



CONTRACT

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

Begin Date September 15, 2020	End Date September 14, 2023	Agency Tracking # 34800052720	Edison Record ID
Contractor Legal Entity Name Forensic Logic, LLC			Edison Vendor ID 0000231961

Goods or Services Caption (one line only)
Licenses and subscription services for use of COPLINK X® and Replicator Services

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	\$3,670,900.00	\$0.00	\$0.00	\$0.00	\$3,670,900.00
TOTAL:	\$3,670,900.00	\$0.00	\$0.00	\$0.00	\$3,670,900.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE):
 African American Asian American Hispanic American Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Disabled Owned Business (DSBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government Non-Minority/Disadvantaged Other: Limited Liability Corporation

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

Competitive Selection

Other A Special Contract Request was submitted and approved for this Contract

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

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
TENNESSEE BUREAU OF INVESTIGATION
AND
FORENSIC LOGIC, LLC**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security and Tennessee Bureau of Investigation (“State”) and Forensic Logic, LLC (“Contractor”), is for the provision of necessary licenses and subscription services for use of COPLINK X®¹ (“COPLINK”) and Replicator services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is a Limited Liability Corporation.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 0000231961

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. ATF NIBIN is the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) National Integrated Ballistic Information Network (“NIBIN”) and provides an automated ballistic imaging network.
 - b. CJIS is the Criminal Justice Information Services division of the Federal Bureau of Investigation (“FBI”) and is comprised of multiple FBI systems containing criminal justice information.
 - c. COPLINK Data Network is the Contractor’s data sharing products and services, and the community of law enforcement users and contributors.
 - d. GIS is a Geographic Information System (“GIS”) designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.
 - e. Integration (“Integrate” or “Integration”) is the process of linking together various information technology systems and/or software to enable them to work functionally together. For purposes of this Contract, this includes Integrations described in Section A.5.g. and includes data refresh at rates determined by the State with input from the Contractor.
 - f. LEAs are law enforcement agencies including all Tennessee State and local law enforcement agencies.
 - g. LInX is the Law Enforcement Information Exchange which is an information sharing system and analytical data warehouse containing information from participating state and local law enforcement agencies located within a regional LInX system.
 - h. N-DEx is the National Data Exchange which is a national repository of criminal justice records submitted by law enforcement agencies from around the nation, enabling users to connect the dots between data on people, places, and things that may seem unrelated in order to link investigations and investigators.

¹ COPLINK and COPLINKX are registered trademarks of Forensic Logic, LLC.

- i. Replication is the act of duplicating records from an RMS, including deleting, editing, adding and changing records and delivering and entering the records into THOR. Replication is performed through the use of a Replicator. "Replicator" is the hardware and software components that duplicate information inputted into the RMS by an LEA and relays that duplicated information to THOR.
- j. RMS means record management system.
- k. "State's Data System" includes THOR and TITAN.
- l. TBI Homeland Online Records ("THOR") is the RMS housed at the Tennessee Bureau of Investigation that is a joint venture between the Tennessee Department of Safety and Homeland Security and the Tennessee Bureau of Investigation. THOR is an online database that contains information regarding incidents, arrests, gang data, and suspicious activity carried out within the borders of Tennessee. The THOR system fosters information sharing for law enforcement personnel in Tennessee and its use is restricted to only law enforcement personnel.
- m. Tennessee Integrated Traffic Analysis Network ("TITAN") is a suite of tools developed for the electronic collection, submission, dissemination, and management of all traffic safety related data in Tennessee.

A.3. Data Ownership and Data Use.

- a. Data Ownership. Data created and managed by the State shall remain the sole property of the State. The Contractor will not keep, store, review, share, distribute, print, or reference any data except as expressly defined in this Contract.
- b. Data Use. Use of data provided as a result of a search query shall be limited to authorized law enforcement personnel only within the COPLINK Data Network. The Contractor and anyone having access to the data is strictly prohibited from selling the data or transferring the data to any third party outside the COPLINK Data Network without the express written consent of the State. This prohibition includes any use of the data on an aggregated or individual basis.

A.4. Account Administration and Licensing.

- a. The Contractor shall establish an account for the State and will provide State designated personnel with username(s) and password(s) to access the Contractor's product. The State agrees to ensure that only authorized State designated personnel will be given access to the State's account and will ensure that a separate username and password will be issued for each authorized State designated personnel. The State will be responsible for the administration of the issued username(s) and password(s) in connection with change in State designated personnel. (*see also* Section A.4.e.)
- b. The Contractor shall not charge local law enforcement with any additional costs outside the costs set out within this Contract and paid by the State, except in cases where such local law enforcement agencies license or contract with Contractor outside the scope of this Contract.
- c. Any third party programs shall be provided as set forth in Section E.3.
- d. Contractor shall provide, at the direction of the State and for the fees set forth in Section C.3, up to twenty-five thousand (25,000) licenses for use of COPLINK by the State of Tennessee, authorized State agencies, all Tennessee LEAs, all Tennessee LEA civilian authorized users, and Tennessee District Attorney investigators throughout the Term.

A.5. Contractor Responsibilities.

- a. The Contractor shall provide RMS Replication within one (1) year of notification by the State of up to forty (40) LEAs selected by the State. Such notifications shall include contact information for a technical contact at each LEA and the RMS being used by each LEA. The Replicators will serve to Replicate information into COPLINK, and the Contractor shall provide support and maintenance to these Replicators throughout the Term. At the expiration or termination of this Contract, or at the request of the State, Contractor shall return all requested State data to the State as set forth in Section A.9.
- b. The Contractor shall provide access to COPLINK, which is a data sharing and crime analytics platform featuring a query search engine that is capable of accessing numerous data sources, extracting the information, and compiling the information into a single set result. This access shall include all necessary licenses to use COPLINK as intended, including any subscription or software licenses for software and any data accessed under COPLINK, and any third party licenses for software or data access or use by the State. The Contractor shall configure COPLINK to integrate with THOR and TITAN, including providing all necessary interfaces for the State to use COPLINK. The Contractor shall provide all necessary data storage for use of COPLINK, including cloud storage, and the Contractor shall provide such storage in compliance with all security requirements provided to the Contractor by the State.
- c. The Contractor shall, at all times, ensure and maintain security of its product by not allowing any direct or indirect access to data to anyone except those individuals designated and approved by the State, except for those authorized law enforcement users in the COPLINK Data Network. Contractor shall also conform to the requirements of Section E.6. below.
- d. The Contractor shall, at the direction of the State, co-brand COPLINK so that all State users shall see the co-branding when accessing and using COPLINK.
- e. The Contractor shall provide access to the State administrative module for authorized State administrators to immediately control COPLINK access, and shall also, within twenty-four (24) hours, terminate access to COPLINK for any end user(s) upon notification from the State.
- f. The Contractor shall include State supplied language for all State COPLINK users to review and accept prior to accessing COPLINK. All State users shall submit user name and password prior to accessing COPLINK. The State reserves the right to revise access procedures.
- g. The Contractor shall provide Integration of the State's Data System and the up to forty (40) designated LEAs into COPLINK for no additional fees, including re-Integration in the case of State's Data System or the up to forty (40) designated LEAs replacement or modification or changes in RMS vendor. The Contractor shall include forty (40) law enforcement agencies' Integrations, and will Integrate those RMS systems up to COPLINK subject to the provision of Section A.5.a. Upon termination of this Contract, the Contractor shall work with the State to Integrate and reimport these Integrations to THOR.
- h. The Contractor shall be responsible for performing all project management activities, including those of any subcontractors, and should direct all required reports and project updates to the designated State staff. Further, the Contractor shall be responsible for providing status reports, in a format and timeline designated by the State, and responding to requests. Contractor shall provide CJIS audit compliance support as directed by the State.
- i. The Contractor shall allow and facilitate the access to COPLINK and use of data from THOR by authorized non-Tennessee LEAs, and allow and facilitate the State to access COPLINK and use data to which it is authorized from non-Tennessee LEAs.

- j. COPLINK shall have the following capabilities and functionalities:
- (1) Be a secure, web-based product hosted by the Contractor on a CJIS compliant, State-approved government cloud , and it shall adhere to the CJIS Security Policy currently in effect set forth by the CJIS Agency for Tennessee, the Tennessee Bureau of Investigation;
 - (2) Shall at all times comply with the State's Enterprise Information Technology and Security Policies (<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>);
 - (3) Be available 99.99% of the time as further described in Section A.8.e.;
 - (4) Support any mobile device deployment with HTML5 or better feature support;
 - (5) Contain artificial intelligence-based tactical lead generation tools;
 - (6) Contain integrated link chart visualization;
 - (7) Find associations between entities, known facts, and unknown entities;
 - (8) Allow users to save and share queries;
 - (9) Provide a GIS based mapping and incident tool that provides crime, spatial, and temporal analysis of information;
 - (10) Display video or mug shot images of suspects based on physical descriptors;
 - (11) The search feature shall operate using natural language processing including recognition of law enforcement terminology and commonly used law enforcement acronyms and codes;
 - (12) The search feature shall have an implied context and shall be capable of reworking an unclear search request into a usable query;
 - (13) The search feature shall provide for normalization and determining meaning from unstructured data narratives in order to return on a search query;
 - (14) Tag records with known supplemental metadata;
 - (15) Understand (decipher) and tag geospatial elements;
 - (16) Locate and understand important elements for the identification of individuals such as race, gender, age, tattoos or monikers;
 - (17) Shall track and log all activities by creating a synchronized date and timestamp of all transactions (i.e., add, change, delete, view). Shall also log, at a minimum, the user account of the person originating the transaction; and
 - (18) Have a feature that enables the State to run reports to identify the number of users and which LEAs are using COPLINK, and, within five (5) business days of the State's request, a report that shows which Replicators are working and which may not be working.

A.6. Training Requirements. The Contractor shall be responsible for delivering multiple levels of on-site training at no additional cost to the State. Remote training shall only be permitted upon written approval of the State. Each training level will be tailored to a specific audience, specific job duties, and cover each applicable component of COPLINK. Scheduling of the training shall be done in consultation with the State. Requested training materials (user guides, help files,

administrative guides, online training, and other such material) shall be made available to the State electronically, prior to any training session for review and approval by the State.

- a. Instructor-led, onsite training sessions shall be held at various locations throughout Tennessee as defined below. All Instructor-led, onsite training dates and times shall be coordinated with State designated personnel.
 - (1) Instructor-led, onsite training shall be provided by region, with a single two (2)-day training event delivered to each of the defined regions as follows:
 - i. Day 1:
 - (a) Morning Session: End User Training (2hr)
 - (b) Afternoon Session: End User Training (2hr)
 - ii. Day 2:
 - (a) Morning Session: Train-the-Trainer Training (2hr)
 - (b) Afternoon Session: Administrator Training (2hr)
 - (2) Number and location of regions shall be defined as follows:
 - i. Headquarters – Nashville, TN;
 - ii. Memphis Region – Memphis, TN;
 - iii. Jackson Region – Jackson, TN;
 - iv. Chattanooga Region – Chattanooga, TN;
 - v. Cookeville Region – Cookeville, TN;
 - vi. Knoxville Region – Knoxville, TN; and
 - vii. Johnson City Region – Johnson City, TN
- b. At each level of training, the Contractor shall:
 - (1) Not limit the number of attendees at each training session;
 - (2) Provide sufficient training on the full use of the product;
 - (3) Provide, to each trainee, access to an electronic user guide that contains information, step-by-step procedures, and instructions specific to use of the product. The electronic user guide shall be downloadable and printable by the trainee from within COPLINK;
 - (4) Provide to each trainee, access to self-paced, online video material that contains information, step-by-step procedures and instructions specific to the use of the product;
 - (5) Grant the State a royalty-free license, at no additional cost to the State and with no additional terms and conditions beyond those contained in this Contract, to enable the State to reproduce and distribute unlimited additional copies of all documentation and training materials;
 - (6) Update or revise online user guides, administrative manuals and video training courses when needed, especially when any upgrade impacts (changes) how a process is performed;
 - (7) Provide the State, at no additional cost to the State, video recordings of instructor-led, onsite training sessions for later use; and
 - (8) Permit the State, at no additional cost to the State, to make their own audio and video recordings of any training sessions for later use.

- c. At each level of training, the State shall:
- (1) Provide ample space to comfortably accommodate the number of attendees in accordance with Section A.6.b.(1) above;
 - (2) Provide sufficient internet access to allow the Contractor to connect to and operate COPLINK sufficiently to conduct the training course; and
 - (3) Provide sufficient audio and video display technology sufficient to comfortably accommodate the number of attendees in accordance with Section A.6.b.(1) above.
- d. Training levels shall include:
- (1) System Administrator. This training shall provide a comprehensive overview of each component of COPLINK so that the State's technical staff will have the knowledge necessary to troubleshoot and administer COPLINK as defined below:
 - i. Account Administration – Account administration shall include functions such as adding users, modifying account privileges, resetting account passwords, suspending account access, and disabling accounts;
 - ii. Troubleshooting – Troubleshooting shall include functions such as systematic determination of problem source, such as specific user, device, browser, or network connectivity issues; and
 - iii. Bug/Issue Capture and Reporting – Bug reporting shall include how to properly identify, duplicate, capture, and report bugs or usability issues with COPLINK;
 - (2) Train the Trainer. This training shall provide State designated personnel enough knowledge on the use of each component of COPLINK so that they can train end users;
 - (3) End-User Training. The training shall demonstrate all functions associated with proper operation and use of each component of COPLINK. The training shall accommodate optional hands-on experience with COPLINK software in such a way that allows users to follow along with the instructor at their discretion and ensures that all users have been provided with sufficient COPLINK end user knowledge in accordance with Section A.6.b.(2) above;
 - (4) Ongoing Training. In the event an upgrade impacts any component of COPLINK, the Contractor shall provide online training at the level impacted by the change at no additional costs to the State. For example, if the upgrade made a change to COPLINK administration, the Contractor shall provide additional administrator level training; and
 - (5) Refresher Training. At the request of the State, the Contractor shall provide instructor-led, onsite refresher training, up to once per half year on all defined levels of COPLINK. Refresher training shall be recorded and provided to the State at no additional cost.

A.7. Testing Requirements. Contractor shall conduct testing as described in this Contract. Testing will be needed to ensure that when the Contractor's product is receiving data from the State's Data System the results of a search query include data from the State's Data System as intended. Testing will also be needed to ensure that the Replicators and Replication activities are working properly and are not disrupting proper functioning of the State's Data System or any RMS on which Replication activities are being conducted. It is understood that some of the

testing requirements may not be needed for the testing that is to be conducted, however, the State will have the final determination on what testing is needed, whether testing was successful, and when full acceptance by the State will be granted. Once the State is satisfied that all is working as intended, and that full functionality of the State's Data System is the same as it was prior to any deployment or implementation of the Contractor's product, the State will provide written acceptance in a manner determined by the State.

a. The Contractor shall:

- (1) Ensure that when COPLINK is receiving data from the State's Data System, the results of a search query include data from the State's Data System as intended;
- (2) Ensure that all Replication activities perform as intended without negatively impacting any original data source;
- (3) Ensure refresh data files are being produced as scheduled by the virtual intermediate box (ibox);
- (4) Ensure refresh data is being pushed to COPLINK without error;
- (5) Ensure refresh data is received into COPLINK without error;
- (6) Provide implementation of all software necessary for all COPLINK data migration functionalities; and
- (7) Conduct data verification exercises including but not limited to:
 - i. Select a sample set of documents from the State's Data System, as determined by the Contractor, to review and validate the conversion of the State's Data System data source information into COPLINK;
 - ii. Conduct, with assistance from the State, a side-by-side, data field-by-data field comparison of the selected sample set of documents from the State's Data System to those same documents as migrated to the COPLINK database;
 - iii. Document any issues found and provide a tracking number for each issue found;
 - iv. Collaborate with the State to resolve or provide a workaround for any identified issues; and
 - v. Obtain written approval by State designated personnel at the conclusion of these testing requirements, deemed successful completion of user acceptance testing. Written approval shall be provided by the State at its sole option, but shall not be unreasonably withheld.

b. The State (or LEA, as appropriate) shall:

- (1) Install virtual intermediate box ("ibox") with specifications provided by the Contractor, for the purpose of pushing RMS data from the State's Data System to COPLINK;
- (2) Provide a virtual private network ("VPN") or other form of connectivity between the State's Data System and COPLINK;

- (3) Conduct, with assistance by the Contractor, a side-by-side, data field-by-data field comparison of the selected sample set of documents from the State's Data System to those same documents migrated to COPLINK; and
- (4) Provide written approval by State designated personnel upon satisfactory completion of the testing requirements, deemed a successful completion of user acceptance testing. Written approval shall be provided by the State at its sole option, but shall not be unreasonably withheld.

A.8. Maintenance and Support/Resolution of Problems.

- a. All Contractor provided maintenance and support shall be based in the United States.
- b. The Contractor shall provide maintenance and support for activities contemplated in this Contract throughout the Term at no additional cost to the State.
- c. Providing Support and Emergency Contact List. The Contractor shall provide support services to the State by way of a single toll-free telephone number and electronic mail (e-mail) address for reporting all COPLINK troubles. The Contractor shall provide an updated emergency contact list for twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365) support. The emergency contact list shall include, at a minimum, a primary and secondary after-hours contact number for each individual the Contractor identifies and the list shall be updated whenever a designated contact change occurs. The Contractor shall make every effort to achieve the prompt resolution of support requests and defect reports based on the assigned level of severity.
- d. The State reserves the right to determine and assigns levels of priority for any issues and support problems reported to the Contractor. The assigned level of priority shall determine the resolution response time.
- e. The Contractor shall provide support services for its product to ensure the availability 99.99% of the time calculated on a twenty-four (24) hours a day, seven (7) days a week basis, measured on a monthly basis (excepting regularly scheduled monthly maintenance windows which the State shall be informed of no less than twenty-one (21) calendar days in advance). Such maintenance windows shall be no more than once a week and for no more than four (4) hours. In the event this service availability target is not met, the Contractor shall give the State a pro-rated refund representing the service that was not available. For example, assuming a Maximum Liability of Three Million, Six Hundred Thousand Dollars (\$3,600,000) for a thirty-six month Term, if COPLINK was totally unavailable during a month, the State would receive a refund of One Hundred Thousand Dollars (\$100,000). In the event of partial outages or service degradation that resulted in not meeting the target above, the State would receive a proportional and equitable refund in cash or check representing the loss of value of use of COPLINK.
- f. The response times listed below that require direct action by the Contractor's support staff shall apply during normal State business hours. For issues reported outside normal State business hours, response times -- except for Urgent and High security level events -- begin at the start of the next business day. Automated e-mail response times apply at all times. In the event of widespread outages impacting the Contractor's support staff, the State will receive notification of an alternate site where status information will be posted until normal services resumes.

- g. Delivery of Support Services/Problem Resolution. Support services and problem resolution will be delivered according to the following tier structure:

Severity Level	Resolution/Response Time
<p>Urgent/Critical (Level 1): A situation within the Contractor's scope of control that causes COPLINK to fail to operate completely or to crash the system on which COPLINK is being used. The State's regular business operations cannot be performed or are interrupted; or there is a catastrophic impact within the Contractor's scope of control that disrupts State systems or regular business operations cannot be performed. Data stored in COPLINK is lost or corrupted.</p>	<p>The State shall receive immediate e-mail acknowledgement following report of the issue, and an initial response from Contractor's support staff within sixty (60) minutes of submitting a request for support. Contractor's support staff will provide a fix or procedural workaround within four (4) hours of receipt of notice of the issue from the State.</p>
<p>High (Level 2): A situation within the Contractor's scope of control that causes COPLINK to fail to operate in a material manner but does not render the system on which COPLINK is being used inoperable. Twenty-five percent (25%) or more of users cannot perform regular business operations; regular business operations are not working in a particular capacity or are working at a slower than normal capacity or the State is required to troubleshoot. If data loss or corruption in COPLINK occurs, Severity Level will be raised to Urgent/Critical (Level 1).</p>	<p>The State will receive immediate e-mail acknowledgement following report of the issue, and an initial response from Contractor's support staff within sixty (60) minutes of submitting a request for support. Contractor's support staff will provide a fix or procedural workaround within eight (8) hours.</p>
<p>Medium (Level 3): A situation within the Contractor's scope of control that produces an inconvenience in which COPLINK operates substantially the way intended but nevertheless causes or results in substandard or erratic performance. There is an interruption or prevention of one (1) person using COPLINK for its intended use. If data loss or corruption in COPLINK occurs, Severity Level will be raised to Urgent/Critical (Level 1).</p>	<p>Upon submitting a request for support, the State will receive immediate e-mail acknowledgement of the request for support. A member of the Contractor's support staff will respond to the State within two (2) business days with a resolution (fix) or with a plan of resolution that shows resolution (fix) will occur within five (5) business days.</p>
<p>Low (Level 4): A situation within the Contractor's scope of control that is minor or that is cosmetic in nature and does not result in reduced performance; also includes information requests. If data loss or corruption occurs in COPLINK, Severity Level will be raised to Urgent/Critical (Level 1).</p>	<p>The State will be contacted by the Contractor's support staff within two (2) business days with a response to the support question or notification that the situation will be corrected with the next scheduled Maintenance Release.</p>

- A.9. Transition Period at Expiration or Termination of Contract. Upon expiration or termination of this Contract, the Contractor shall provide detailed procedures to enable the data integration portions of this Contract to transition to State management or management by a third party at no additional cost to the State. The Contractor shall work with State under State's management

supervision for a period of sixty (60) days, prior to the expiration or termination of this Contract, to ensure the orderly transfer and efficient transition from current Contractor management to State's management (or management by a third party). During this transition period, the Contractor shall transfer any and all records, files and logs to the State regarding work performed for the State during the Contract Period, without any additional cost to the State. All requested data must be delivered to the State in a "readable" format that is not proprietary. All State's data that the Contractor retains shall be destroyed, in accordance with a recognized industry standard for data destruction (i.e., National Institute for Standards and Technology 800-88), immediately after the termination of this Contract and the Contractor shall provide an Affidavit of Destruction showing how the data was destroyed and when the data was destroyed.

- A.10. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.11. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on September 15, 2020 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million Six Hundred Seventy Thousand Nine Hundred Dollars and Zero Cents (\$3,670,900.00) ("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.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract

regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Licenses for full use of COPLINK for up to the number of users set forth in Section A.4. for the full Term.	Three Million, Six Hundred Seventy Thousand, Nine Hundred Dollars and Zero Cents (\$3,670,900.00) as set forth in the Milestone Description below.

- c. Fees shall be paid upon written acceptance by the State of Contractor's completion of the following milestones:

Milestone Description	Percentage of Maximum Liability
On Contract finalization, as defined as both Parties executing this Contract.	Twenty-five percent (25%)
On successful presentation of a production COPLINK system with at least one million (1,000,000) searchable documents from State's LEA's.	Twenty-five percent (25%)
On successful completion of UAT for THOR data integration, as defined in Section A.7.	Twenty-five percent (25%)
On successful completion of UAT for TITAN data integration, as defined in Section A.7.	Twenty percent (20%)
Acceptance by State of Replication (Section A.5.a.).	Five percent (5%)

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Department of Safety and Homeland Security
 Procurement Office, Budget Division
 Email Address: DI_FS_Procurement@tn.gov
 Phone: (615) 251-5232
 1150 Foster Avenue
 Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following 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: Tennessee Department of Safety and Homeland Security/Tennessee Bureau of Investigation;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A. and in accordance with payment terms and conditions set forth in Section C.;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- 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 that 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, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State,

payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

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

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Greg Mays, Director
Office of Homeland Security
Tennessee Department of Safety and Homeland Security
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email Address: gregory.mays@tn.gov
Telephone #: (615) 532-7825

and

Richard W. Littlehale, Assistant Director
Technology and Innovation Division
Tennessee Bureau of Investigation
901 R.S. Gass Boulevard
Nashville, TN 37216
Email Address: richard.littlehale@tn.gov
Telephone #: (615) 744-4528

The Contractor:

Dave Dunlap, Chief Operating Officer
Forensic Logic / Coplink
1255 Treat Boulevard, Suite 610
Walnut Creek, CA 94597
Email Address: ddunlap@forensiclogic.com
Telephone #: (833) 267-5465

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In the event the Contract is terminated under this Section, the Contractor shall refund to the State a proportional sum based upon the amount of the Term remaining in the Contract. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and the Contractor shall refund to the State a proportional sum based upon the amount of the Term remaining in the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show

proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

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

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

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

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

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

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

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

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

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

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

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

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

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall

provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

- i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- e. Crime Insurance
- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
 - 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud

Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Intellectual Property Indemnity. 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 concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Deliverables made available by the Contractor to the State at no additional

cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

- E.3. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.5. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.6. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor's information technology structure shall adhere to the FBI's Criminal Justice Information Services ("CJIS") standard. The State agency may request and conduct CJIS compliance audits upon reasonable notice and at any reasonable time, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and may validate that the Contractor meets CJIS standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
 - (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

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

c. Comptroller Audit Requirements

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

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

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

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

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

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:
- (1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [twenty-four (24) hours];
 - ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [four (4) hours]
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.7. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.9. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.10. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract 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.
- E.12. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its

employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.13. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.14. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

**IN WITNESS WHEREOF,
FORENSIC LOGIC, LLC:**

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

TENNESSEE BUREAU OF INVESTIGATION:

DAVID RAUSCH, DIRECTOR

DATE

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	FORENSIC LOGIC, LLC
EDISON VENDOR IDENTIFICATION NUMBER:	0000231961

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

SCR Technology

Subject 34800 Software licenses and maintenance and support for access to and use of COPLINK

Review/Edit Approvers

SCR Technology

SCR Technology: 2223:Approved View/Hide Comments

SCR Technology

<p>Approved</p> <p>Billy D Midgett Agency Forms Approver 06/09/20 - 7:25 AM</p>	→	<p>Approved</p> <p>Michael Bentheimer CPO Sourcing Forms Approver 06/10/20 - 10:45 AM</p>	→	<p>Approved</p> <p>Kevin Wieck CPO Tech Forms Approver 06/10/20 - 4:24 PM</p>	→	<p>Approved</p> <p>Christopher Salita CPO Director Forms Approver 06/12/20 - 9:29 AM</p>	→	<p>Approved</p> <p>Bryan S Chriske COT Treasury Forms Approver 06/15/20 - 6:35 PM</p>
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Comments

OK

TO: Chris Salita, Director of Sourcing
Staff Attorney-Sourcing

FROM: Mike Bentheimer, Sourcing Analyst

DATE: June 10, 2020

SUBJECT: Recommendation of Special Contract Request (2223)

The Tennessee Bureau of Investigation is requesting a 3 year contract for the provision of COPLINK. This contract is sole source because the suggested Contractor is the only vendor on the market that combines advanced structured query tools with a highly complex search engine that uses law enforcement context-sensitive search algorithms that are patent-pending and uses AI based tactical lead generation and identification of entity associations. Additionally the Contractor has a data base of over 3000 individual data sources, providing a unique data set that cannot be matched currently.

I, Mike Bentheimer, recommend this revenue contract request for approval.

Director of Sourcing

Date

Staff Attorney

Date

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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

Upload the completed document and route for approvals by selecting the appropriate SCR e-Form type in Edison. For additional guidance, please see the Special Contracts Request e-Form Job Aid available online at the following:

<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

APPROVED [Upload this SCR to e-Forms in Edison. Approvals will be captured in Edison Workflow.]		APPROVED [Upload this SCR to e-Forms in Edison. Approvals will be captured in Edison Workflow.]	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Approval of the SCR does not constitute approval of the final contract.

Request Tracking #	34800052720
1. Contracting Agency	Department of Safety & Homeland Security and Tennessee Bureau of Investigation
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Sonya Hadley, (615) 251-5292, sonya.hadley@tn.gov and Mark Naftel c. 615.259.2321 mark.naftel@tn.gov
4. Brief Goods or Services Caption	Software licenses and maintenance and support for access to and use of COPLINK.

Request Tracking #	34800052720
5. Description of the Goods or Services to be Acquired	The Contractor (Forensic Logic) shall supply up to 25,000 licenses for end users authorized by the State (State employees in the Department of Safety & Homeland Security and TBI) as well as Tennessee district attorneys and representatives of Tennessee law enforcement agencies (LEAs) to access and use COPLINK. COPLINK links together law enforcement information from many sources that the State's THOR and TITAN systems do not currently access. The Contractor shall integrate THOR and TITAN into COPLINK and replicate THOR, TITAN and Tennessee LEA data into COPLINK, allowing authorized Tennessee users to access data from other COPLINK users and providing reciprocal access to non-Tennessee COPLINK users. The Contractor shall provide maintenance and support during the three (3) year Term. Only the Contractor can provide licenses, subscription, and maintenance and support of COPLINK
6. Proposed Contractor	Forensic Logic, LLC
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Forensic Logic, LLC 1255 Treat Boulevard Suite, #610 Walnut Creek, CA 94597
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	36 months
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – contracts with an individual, state employee training, or services related to the employment of current or prospective state employees	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 3,670,900.00

Request Tracking #	34800052720
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Price quoted by the sole source Contractor.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The price quoted by the sole source Contractor reflects a seventy-two percent (72%) discount and additional discounts on annual maintenance. Contractor's price proposal attached.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Phone calls and e-mail discussions.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	The requested services are needed to significantly increase the capabilities of the State's Fusion Center in its efforts to timely receive, analyze, and disseminate terrorism information and criminal activity relating to Tennessee. Fusion Centers were developed across the country in response to the tragic event of September 11, 2001 with the goal of maximizing the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity. COPLINK includes data from many law enforcement agencies ("LEAs") throughout the nation that the Fusion Center does not currently possess. Only COPLINK has access to this vast amount of LEA data and provides a superior search engine to enable users to query the available information.
19. Proposed contract impact on current State operations	The proposed Contract would assist the Department of Safety & Homeland Security and the TBI to accomplish their missions by providing access to a greater amount of law enforcement data. The proposed Contract would also be of significant value to Tennessee district attorneys and local law enforcement and assist them in their efforts to respond to criminal and terrorist activity in Tennessee.

Request Tracking #	34800052720
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	The services should be acquired through the procurement method selected because the Contractor is the only vendor that combines advanced structured query tools with a highly complex search engine that uses law enforcement context-sensitive search algorithms that are patent-pending and uses artificial intelligence (AI)-based tactical lead generation and identification of entity associations. The Contractor has the largest nationwide and major metropolitan law enforcement records data coverage with over one billion law enforcement records and supporting over three thousand (3,000) individual data sources, providing unique value that cannot be matched by any other service.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	Forensic Logic has spent over a decade collaborating with local, state, and federal law enforcement agencies to deploy its search engine created specifically for law enforcement and has thirty-nine (39) years of integration development expertise. With the acquisition of COPLINK, they have combined their powerful search engine technology with the data from the largest network of law enforcement agencies across America. The acquisition of COPLINK also brought together the data sharing and crime analytics platform with a user-friendly search engine. COPLINK centralizes data from many sources and provides tactical, strategic, and command-level access to vast quantities of data.

Request Tracking #	34800052720
<p>26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.</p>	<p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Method: Name/Address:</p>
<p>27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives</p>	<p>The Contractor was selected because it is the only vendor that combines advanced structured query tools with a highly complex search engine that uses law enforcement context-sensitive search algorithms that are patent-pending and uses artificial intelligence (AI)-based tactical lead generation and identification of entity associations. The Contractor is known as having the largest nationwide and major metropolitan law enforcement records data coverage with over one billion law enforcement records and supporting over three thousand (3,000) individual data sources.</p>
<p>Signature Required for all Special Contract Requests</p>	
<p>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) [Either upload signed SCR in Edison or capture authorized agency approval in Edison Workflow.]</p> <p style="text-align: right; margin-right: 100px;">(RLM)</p> <p>Signature: <u>David B. RAUSCH, DIRECTOR</u> Date: <u>06/08/20</u></p>	



Proposal for Deployment of COPLINK X

to

The State of Tennessee

September 20th, 2019

Product or Service	Description	Qty.	Unit Cost	Extension	Discounted Price	Discount Savings	Discount %
User Licenses	State of TN Sworn Officers, including:	13,549	\$ 199	\$ 2,696,251	\$ 1,390,300		
	TBI						
	DSHS, including TN Highway Patrol						
	Department of Corrections						
	All Tennessee PDs						
	All Sheriff's Departments						
	State of TN PD Civilian Authorized Use	8,558	\$ -	\$ -	\$0		
	Subtotal	22,107		\$ 2,696,251	\$ 1,390,300		
Systems Integration	THOR	1	\$ 20,000	\$ 20,000	\$0		
	TITAN	1	\$ 20,000	\$ 20,000	\$0		
	Up to 40 local PD RMS	40	\$ 15,000	\$ 600,000	\$0		
	Data Protect Service	87	\$ 2,500	\$ 217,500	\$0		
	Subtotal			\$ 857,500	\$0		
Services	Onsite Training Sessions	6	\$ 5,000	\$ 30,000	\$0		
	Web-based Training Sessions	12	\$ 500	\$ 6,000	\$0		
	Project Management	1	\$ -	\$ -	\$0		
	Reporting	1	\$ -	\$ -	\$0		
	CJIS Audit Compliance Support	1	\$ -	\$ -	\$0		
Subtotal			\$ 36,000	\$0			
Upgrade	Complimentary Upgrade to Coplink X	13,549	99	\$ 1,341,351	\$0		
Total				\$ 4,931,102	\$ 1,390,300	\$ 3,540,802	72%

Notes

User License numbers estimated. All Tennessee local, sheriff, and state sworn officers and authorized civilians included. Federal and prosecutorial offices not included.
Annual 7% maintenance increase applies upon renewal of a 1 year contract
Annual 5% maintenance increase applies for a 2+ year contract (no prepayment required)
Annual maintenance increase waived, and 15% discount applied, for a 3 year prepaid contract
Data Protect service allows agencies to integrate at no charge, and waives re-integration fees when systems are replaced
Discounted pricing expires December 16, 2019





1255 TREAT BOULEVARD #610
WALNUT CREEK, CA • 94597
PHONE: 888-653-2725

Forensic.forensiclogic.com

October 9, 2019

Commissioner Jeff Long
Department of Safety and Homeland Security
312 Rosa Parks Avenue
Nashville, TN 37243

VIA EMAIL AND FEDERAL EXPRESS

Sole Source Justification for Forensic Logic LLC LEAP and COPLINK X Products and Services

Dear Commissioner Long:

We are pleased to offer the following information in support of obtaining sole source status for our data sharing platform, services, maintenance and support. No other vendor in the law enforcement data sharing landscape can match our unique qualifications when it comes to the breadth, depth and proven outcomes of our solution. We have classified these qualifications into 5 primary categories:

1. **Largest NATIONWIDE AND MAJOR METRO LAW ENFORCEMENT RECORDS DATA COVERAGE**
 - Over One Billion law enforcement records in our network, distributed across 15 States
 - Multiple Statewide and Regional deployments similar in scope and scale to the State of TN
 - Multiple deployments across the Southeast, with several others currently in process
 - Over 30 distinct, consolidated law enforcement document types
 - Seamless integration with Thomson Reuters CLEAR for public records access
2. **Highest capability and expertise for law enforcement systems integration SYSTEMS INTEGRATION, including more than 100 standard systems connectors**
 - Combined 39 years of integration development, yielding over 140 reusable assets
 - Currently supporting over Three Thousand individual data sources
 - Patented technology applied to bulk data loading, entity consolidation and validation
 - Bi-directional interfaces to feed and retrieve data to/from Federal repositories
3. **PROPRIETARY TECHNOLOGY delivering reliable, actionable information 24/7/365**
 - Only vendor combining advanced structured query tools with a highly complex search engine
 - Patent pending, LE context-sensitive search algorithms built on Apache SOLR/Lucene
 - AI-based tactical lead generation and identification of non-obvious entity associations
4. **PROVEN MEASURABLE CRIME REDUCTION OUTCOMES provided by actual customer success stories from across the country**
 - Focused on measurable outcomes supported by system metadata analytics and user logs
 - Significant reductions in violent crime reported in major metropolitan city over 5 year period
5. **20 years of CONTINUOUS SERVICE combining the strengths of two industry leading companies**
 - Only company remaining exclusively focused on law enforcement data sharing
 - No parent company, overarching primary or subsidiary lines of business

Forensic Logic's leadership, employees and current customers all sincerely hope that you will find this information helpful in your pursuit of integrating the entire State of Tennessee's law enforcement community, as well as connecting to a growing network of your peers across this great nation.

DATA COVERAGE

Quantifying data coverage is much more than counting documents, entities, or terabytes. Similarly, defining a data footprint can not simply be measured by number of states, agencies or geographical distribution of assets. Although Forensic Logic/COPLINK leads all private and government-owned repositories in each of these categories, we take a more **holistic approach** to defining data coverage in order to meet our goal of delivering the right data to the right people at the right time.

Our data-driven philosophy considers the growing **Volume** of data as described above, along with the extensive **Variety** of structured, unstructured, semi-structured, photographic, audio and video data formats that, when combined, contain richness and investigative value often invisible to traditional silos. Add to this the fact that the **Velocity** of this data is flowing into law enforcement systems faster than ever before and scalability, performance and security of a National law enforcement data network becomes paramount. In any case, regardless of the metric used, **Forensic Logic is proud to be the custodian of the largest network of state and local law enforcement data ever created.** Below are a several details relevant to the State of Tennessee.

Statewide and Major metropolitan area coverage **similar to the population of Tennessee - 6.8M**

- State of Massachusetts 6.9M
- State of Arizona 7.1M
- State of Oregon 4.2M
- San Francisco Bay Area 7.75M

Other major metropolitan area **Coverage in the Southeast:**

- Chattanooga, TN
- Houston TX
- Jefferson Parish, LA

1,045,000,000 Unique law enforcement records in 15 states: (View our [National Data Coverage Map](#))

- | | | |
|--------------|--------------|-----------------|
| • Washington | • Arizona | • Louisiana |
| • Oregon | • New Mexico | • Tennessee |
| • Idaho | • Texas | • Georgia |
| • California | • Kansas | • Florida |
| • Nevada | • Missouri | • Massachusetts |

Over 30 Distinct, **Structured, Semi-structured and Unstructured Data Sources**, including:

- | | | |
|-----------------------|--------------------------|-----------------------|
| • RMS records | • Equipment Leases | • Booking Photos |
| • CAD calls | • Field contacts reports | • Stop Data |
| • CrimedexRecords | • Arrest warrants | • Traffic accidents |
| • LPR reads | • BOLO's | • Sex Offender Reg. |
| • Gunshot locations | • Most wanted lists | • Alcohol Abatement |
| • Traffic citations | • CarFax Reports | • ATF NIBIN Records |
| • Intel briefings | • Parole information | • Civil Court Records |
| • Daily bulletins | • Probation records | • DEA Alerts |
| • Hotline information | • Arrest records | • EJusticeAlerts |

- Public Website Data
- Missing Persons
- NCMEC Records
- PIPS Watch Lists
- Truancy Records
- Internal Email

Detailed entity records are extracted from above sources and **consolidated** using complex matching algorithms and Artificial Intelligence to identify non-obvious relationships and connect the dots across an investigation.

While many Forensic Logic competitors operate limited law enforcement data repositories as a separate line of business alongside their primary CAD/RMS, Physical Device Manufacturing or Public/Legal Records search operations, **Forensic Logic is the only company in the United States that is exclusively dedicated to local law enforcement data sharing.**

In order to provide a comprehensive data experience, seamless integration with public records databases is critical. Forensic Logic has **partnered with Thomson Reuters CLEAR** for retrieval and correlation of the following public records sources:

- Comprehensive Cell Phone, VoIP, Landline, and Pager coverage of all 50 U.S. states, Puerto Rico, various territories and Canada including Reverse lookup, Caller ID names, Carrier contact information (for subpoena purposes,) Ported flags for a previous cell phone company
- Consumer and credit bureau data from multiple independent sources
- Motor vehicle registration data from 44 U.S. states
- 70+ Utility companies nationwide including electric, gas, satellite, water, fuel oil, and others
- Driver's license, Vehicle and Watercraft registrations
- Nationwide Property Owner data including new movers and household listings, deeds, tax rolls, sales, transfers, mortgages, refinancing, and historical records.
- Person data including addresses, licenses, death records, firearms and explosives licenses, U.S. military records, Interpol and international tribunals' most-wanted and denied persons lists
- Criminal and court records, State corrections data, sexual offenders, criminal prosecutions, bankruptcies, liens and other judgments, DEA and FAA licenses, AOC, arrests, and lawsuits
- Business data including Company names, DBA listings, contact information, industry directories, affiliations, assets, and secretary of state and UCC filings
- Healthcare provider content including NPI numbers, state and federal sanctions, and expanded professional licenses data

Additional Forensic Logic DATA COVERAGE considerations:

- Fully FBI CJIS Security Policy v5.8 Compliant, including FIPS 140-2 Certifications
- All Employees CJIS L4 Awareness Trained, Background Checked and Addendum Signed
- Comprehensive CJIS Security Posture Paper available upon request
- 28 CFR Part 20 Compliant for storage and disposition of criminal records.

LAW ENFORCEMENT SYSTEMS INTEGRATION

The collection, consolidation and indexing of law enforcement records into a meaningful and quickly searchable repository is not a trivial task when one considers the Volume, Variety and Velocity of data flowing into the solution. While Forensic Logic maintains a massively scalable, and highly secured backend environment within the Microsoft Azure Government Cloud, we also support and maintain the largest collection of vendor-agnostic, law enforcement systems connectors ever assembled.

Conducting data extractions, updates and refresh operations from well over 3000 active CAD, RMS, Arrest, Booking, Jail, Property, Citation, Accident and various other systems is streamlined tremendously when we can quickly deploy ready-made, purpose-built data connectors to most commercially available law enforcement products.

As both Forensic Logic and the previous IBM/i2 COPLINK Services organizations had been **developing and refining their integration assets for roughly two decades apiece**, the combination and standardization of this considerable library has resulted in more efficient deployments, and much lower costs to our customers. Installing and configuring interfaces to 3rd party systems is much easier than building them from scratch.

- **Combined 39 years of development** of 3rd party commercial law enforcement systems interfaces
- **Currently servicing 3225 active source** system connectors
- **Proprietary and comprehensive "software connector" library of 145 individual software assets**
- **Efficiency driven integration architecture** to monitor and update replicated, shared repository with any additions, modifications or deletions from the source system as quickly and accurately as possible
- **Artificial intelligence-based algorithms** to consolidate like objects into a single entity from a single source or from disparate systems
- **Manual, non-persistent, entity merging tools** to simplify investigations of unconsolidated entities
- **Advanced data architecture and tools** to leverage finding non-obvious associations between entities such as people, vehicles, locations, organizations, firearms, phones, and property
- **Patented technology** specifically oriented toward:
 1. **Most efficiently loading bulk data** from source systems
 2. **Consolidating records** from disparate systems
 3. **Using biometric data** to identify false nexuses within data sets
- **ATF NIBIN hit data integration** and resolution of cases to NIBIN hits across agencies
- **Thomson Reuters CLEAR data connector** to consolidate criminal justice and public data sets
- **Ability to search legacy COPLINK data warehouses** operating anywhere in the country
- **Ability to search federal databases** such as LInX or N-DEx with LEXS-SR technology
- **Ability to push data into federal databases** using LEXS-PD technology
- **Optional capability** to create and maintain a segmented 28 CFR Part 23 Intelligence repository

PROPRIETARY TECHNOLOGY

Forensic Logic has spend decades exclusively focusing on the most efficient and effective means of delivering the right data to the right people at the right time. The technical research, customer outreach and extensive field testing of two separate companies led us essentially to work on two very different approaches to solving the same problem.

While COPLINK was developed around a traditional structured data methodology, the focus had been on leveraging consolidation algorithms and exploiting non-obvious relationships in the data to find associations and interconnected graph networks between entities. By extracting, transforming and loading (ETL) disparate data into a common schema, COPLINK had become a National leader in structured data warehousing, deploying and interconnecting nearly 50 COPLINK “nodes” across the country

Forensic Logic, on the other hand, had immersed itself in Search Engine technology. By ingesting structured, semi-structured and unstructured data into a common repository, the company build indexing algorithms to understand natural language, decode law enforcement vernacular and extract entities and relationships from the data. The LEAP Network evolved into a sort of “Google for Cops” sitting on top of law enforcement criminal justice data.

When these **two unique technologies were combined into a single company**, and subsequently into the unified COPLINK X product, a powerful synergy emerged which is rapidly growing across local, state and federal agencies from coast to coast. Below are several of the technological achievements being incorporated into COPLINK X from each legacy platform.

COPLINK X Features

- Web based, thin-client architecture that allows for simple and easy application updates
- Cloud-based solution allowing an agency to take advantage of new technologies and the cost savings associated with moving away from capital expenditures in favor of operational budgets
- CJIS-certified Microsoft Azure Government Cloud deployment for dynamic scaling, high performance, maximum security and reliability
- Dynamic HTML5 user interface supports any mobile device deployment
- Consolidated and uniquely configured data warehouse that automatically gathers and maintains information from disparate data sources
- The ability to display query results from multiple sources in a single results set
- The ability to see a consolidated report of an individual’s comprehensive information, including all associated entities and past history with law enforcement, including but not limited to arrests, bookings, citations, field interviews, incidents and departmental reports
- Artificial Intelligence-based tactical lead generation tools
- Integrated KeyLines link chart visualization supports networks in the tens of thousands of nodes
- The ability to find associations between two entities
- The ability to find associations between multiple entities
- The ability to find associations between known facts and unknown entities
- Use of biometric data to identify false nexuses within data sets
- A collaboration function that allows users to save & share queries and receive notifications when another user runs a similar query.
- A GIS-based mapping and incident tool that provides crime and spatial/temporal analysis functions using the consolidated data warehouse.
- The ability to display video or images (mug shots) of suspects based on physical descriptors
- The ability to display video or images (mug shots) of suspects based on facial recognition

LEAP Network Features

- Patent-pending law enforcement Search Engine technology built on Apache SOLR/Lucene
- Natural Language Processing focused on law enforcement terminology, acronyms and codes
- Normalization and gleaning meaning from unstructured data narratives
- Tagging records with known supplemental metadata such as nearness to landmarks or year, make, model of a vehicle from a license plate reader
- Understanding and tagging geospatial elements important to crimes such as school zones or businesses with liquor licenses, etc.
- Locating and understanding important elements such as race, gender, age, tattoos or monikers.
- Applying algorithms to discovered information such as age of victim in a sexual assault; year/make/model of stolen automobiles; importance of warrants by statuses and dates
- Implied context from “fuzziness” of searches. E.g. Search for “tall teen Asian” finds documents with a 6’4” Cambodian 17 year old suspect, even though those words weren’t in the document

PROVEN MEASURABLE OUTCOMES

As a provider of technology to law enforcement, Forensic Logic constantly seeks customer testimonials and feedback that help us improve our product. As a result of this outreach, we have been involved in several case studies, media articles, metadata audits and agency performance measurement objectives.

As an example of one of these activities, Forensic Logic has authored a whitepaper entitled “A Crime Miracle in Oakland”™ describing the effects and measurable outcomes reported by applying this technology to policing in one of the nation’s most dangerous cities. While most law enforcement analytics systems can report on high crime areas, identify times of day/week/month, or even use this information to predict when and where certain types of crimes will occur, the result is generally additional resources deployed to the target area. While this may temporarily reduce crime within the target, it also adds strain to the community, as a larger police presence and more arrests for low level crimes leads to reducing trust among those individuals on whom law enforcement may be relying for solving the greater problem.

Oakland was able to use Search technology over a 5 year period from 2012-2017, not to identify the when and the where, but to actually target the who within their violent crime incidents. The LEAP Network was used, not as a carpet-bomb solution, but as a laser-guided missile that took out the targets while limiting collateral damage and actually increasing community relations. The results of this effort, as reported by The Oakland Police Department are significant:

- Robberies Reduced by 38%
- Homicides Reduced by 42%
- Shootings Decreased 50%

Forensic Logic is dedicated to assisting agencies show a **measurable reduction in violent crimes** by specifically targeting those that conduct them, rather than simply increasing arrests in high crime areas.

CONTINUOUS SERVICE

Forensic Logic is the sole creator and developer, and remains the exclusive operator of the LEAP Network, COPLINK, and COPLINK X, a secure, cloud-based law enforcement information network combining criminal justice information from local, state and federal law enforcement agencies with public data records and supplemental metadata into a National and easily accessible data repository. Pertinent information is delivered to the right people at the right time through a secure, web-based search engine and advanced tactical lead generation tool.

- The LEAP Network and all of its attributes and components, including data interfaces, user tools and mathematical algorithms, has been developed and continually maintained by Forensic Logic since its inception. This proprietary technology cannot be procured, replicated or serviced by any other vendor.
- All components of COPLINK and COPLINK X products are developed and maintained solely by Forensic Logic. No third-party vendor, developer or other entity is authorized to develop new product features, provide services, or maintain these products.

Forensic Logic is the only company in the United States that is exclusively dedicated to providing a comprehensive, technically-advanced, Patented, National law enforcement data network.

Please do not hesitate to contact Dave Dunlap, Chief Operating Officer, at (415) 407-9768 should you have any questions or require additional information.

Respectfully submitted,

s/Dave Dunlap

Dave Dunlap
Chief Operating Officer
Forensic Logic, LLC
ddunlap@forensiclogic.com
(415) 407-9768



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
https://tn.service-now.com/sp?id=sc_cat_item&sys_id=a912fd4213b46b80316a73d36144b097

For additional instructions please visit:
<https://www.teamtn.gov/sts/planning-services/information-systems-planning/endorsement-request.html>

FROM : Mark Naftel
E-mail : mark.naftel@tn.gov

DATE : 5/27/20 Received by STS on May 27, 2020

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 34800052720 END0000405

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Stephanie Dedmon, Digitally signed by Stephanie
CIO (WMH) Dedmon, CIO (WMH)
Date: 2020.06.04 15:38:53 -05'00'

Chief Information Officer

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

Applicable RFS # 34800052720 END0000405

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

Contracting Agency	Department of Safety & Homeland Security and Tennessee Bureau of Investigation
Agency Contact (name, phone, e-mail)	Sonya Hadley , (615) 251-5292, sonya.hadley@tn.gov and Mark Naftel c. 615.259.2321 mark.naftel@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p><input type="checkbox"/> Solicitation Document</p> <p><input checked="" type="checkbox"/> Special Contract Request</p> <p><input type="checkbox"/> Amendment Request</p> <p><input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment</p> <p><input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)</p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Paul Hinski</p> <p><input checked="" type="checkbox"/> Applicable – Approved ISP Project #: 1010016</p> <p><input type="checkbox"/> Not Applicable</p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>The Contractor (Forensic Logic) shall supply up to 25,000 licenses for end users authorized by the State (State employees in the Department of Safety & Homeland Security and TBI) as well as Tennessee district attorneys and representatives of Tennessee law enforcement agencies (LEAs) to access and use the cContractor's COPLINK network system. COPLINK links together law enforcement information from many sources that the State's THOR and TITAN systems do not currently access. The Contractor shall integrate THOR and TITAN into COPLINK and replicate THOR, TITAN and Tennessee LEA data into COPLINK, allowing authorized Tennessee users to access data from other COPLINK users and providing reciprocal access to non-Tennessee COPLINK users. The Contractor shall provide maintenance and support during the three (3) year Term.</p>	

Applicable RFS # 34800052720 END0000405

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon inclusion of the additional language below.

STS issues this endorsement with the understanding that the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) values be populated in sections E.6.d.(1)i. and E.5.d.(1)ii. of the contract, respectively.



RER Technology



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Seq # 2439

RER Technology

Subject 34800 Licenses and subscription services for use of COPLINK and replicator services

Priority 3-Standard

Due Date

Status Approved

Approver Status

Agency Request Tracking# 34800-52720

Procuring Agency 34800

Edison Contract ID New

Contractor Name Forensic Logic, LLC

More Information

Requesting the revision of template language used in a required fee-for-service (FA) Contract provision. The proposed changes are being requested after consultation with and approval from the State's Central Procurement Office's ("CPO's") legal staff as well as after negotiations between CPO Legal and the Contractor, and consultation with and approval from STS' security team and CPO's Risk Manager.

Additional Information

- (1) Termination for Cause and Convenience - additions to ensure that the State receives a prorated refund based on the amount of the term remaining prior to termination.
- (2) Insurance - changes reviewed and approved by CPO Risk Manager
- (3) Confidential/Hosted Data Security - Changes agreed upon after STS review of the requested changes. FBI's CJIS standard sufficient for hosted data.

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RER Technology

Subject 34800 Licenses and subscription services for use of COPLINK and replicator services

[Review/Edit Approvers](#)

RER Technology

RER Technology: 2439:Approved [View/Hide Comments](#)

RER Technology

<p>Approved</p> <p>Billy D Midgett Agency Forms Approver 06/30/20 - 10:28 AM</p>	→	<p>Approved</p> <p>Kevin Wieck CPO Tech Forms Approver 06/30/20 - 10:59 AM</p>	→	<p>Approved</p> <p>Bryan S Chriske COT Treasury Forms Approver 07/02/20 - 8:57 AM</p>
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▶ **Comments**

[OK](#)

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
Agency request tracking #	348000-52720
1. Procuring Agency	Tennessee Department of Safety and Homeland Security (TDOSHS) and Tennessee Bureau of Investigation (TBI)
2. Edison contract ID #	
3. Please select Procurement or Contract Type. (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract – for contracts involving Grants <input checked="" type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input type="checkbox"/> Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
4. Contractor or Grantee	Forensic Logic, LLC
5. Contract’s Effective Date	September 15, 2020
6. Contract or grant contract’s Term (with ALL options to extend exercised)	Thirty-six (36) months
7. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 3,670,900.00
8. Citation and explanation of the rule(s) for which the exception is requested	<p>0690-03-01-.16 (General Requirements of Contracts) and 0690-03-01-.17 (Necessary or Prohibited Contract Clauses and Rule Exceptions; particularly subsection (1) that states that the form and content of all contract clauses shall be established by Central Procurement Office Policy and subsection (4) that states that the Central Procurement Officer may approve exceptions to Rules or Central Procurement Office Policy upon request of the Procuring Agency to modify a contract clause ((4)(b)).</p> <p>0690-03-01-.16(1)(c) and 0690-03-01-.17(4), in part, state that the purpose of a written contract is to reduce the parties' agreement to writing and there is a requirement that, where appropriate, additional provisions that are necessary to specify the particulars of a contract and protect the interests of the State shall be written in accordance with Central Procurement Office Policy. Further, if a Procuring Agency finds it necessary to modify a contract clause, it shall do so by making a request to the Chief Procurement Officer in accordance with Central Procurement Office policies.</p> <p>For this fee-for-service (FA) Contract (licenses and subscription services for use of COPLINK and replicator services), we are requesting the revision of template language used in a required Contract provision.</p>

- 9. Description of requested changes** If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.

The fee-for-service (FA) contract is a template. The clauses contained within the template must be used as written unless the agency obtains an approved Rule Exception Request. In consultation with, and approval from, the State's Central Procurement Office's ("CPO's") legal staff, as well as negotiations between CPO Legal and the Contractor, and consultation with and approval from STS' security team and CPO's Risk Manager, the following changes are being requested. New text is highlighted in yellow and requested deletions are shown as a strike-through.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. **In the event the Contract is terminated under this Section, the Contractor shall refund to the State a proportional sum based upon the amount of the Term remaining in the Contract.** In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and **the Contractor shall refund to the State a proportional sum based upon the amount of the Term remaining in the Contract.** ~~withhold payments in excess of compensation for completed services or provided goods.~~ The Contractor shall refund to the State a proportional sum based upon the amount of the Term remaining in the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.32. Insurance.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ~~ten two million dollars (\$10,000,000)~~ **(\$2,000,000)** per occurrence or claim and ~~ten two million dollars (\$10,000,000)~~ **(\$2,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than ~~ten two million dollars (\$10,000,000)~~ **(\$2,000,000)** and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- E.6. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- 3) The Contractor's information technology structure shall adhere to the FBI's Criminal Justice Information Services ("CJIS") standard. ~~maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure.~~ The State agency may request and conduct CJIS compliance audits upon reasonable notice and at any reasonable time, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and ~~has certified~~ may validate that the Contractor meets FedRAMP CJIS standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. ~~The Contractor shall provide proof of current certification annually and upon State request.~~ No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

10. Scope of Goods or Services Caption

Licenses and subscription services for use of COPLINK and replicator services

11. Justification

The proposed changes are being requested after consultation with and approval from the State's Central Procurement Office's ("CPO's") legal staff as well as after negotiations between CPO Legal and the Contractor, and consultation with and approval from STS' security team and CPO's Risk Manager.

Signature of Agency Head or Designee and Date

[Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]