



**STATE OF TENNESSEE
DEPARTMENT OF CORRECTION**

**REQUEST FOR PROPOSALS
FOR
Interstate Inmate Transit Services**

RFP # 32901- 31231

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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State intends to secure a contract for interstate transportation of inmates. The inmates to be transported will be felons held by out-of-state jurisdictions who are escapees, have violated the terms of their parole or probation, or for some other reason must be returned to the Tennessee Department of Correction.

- 1.1.2. The maximum liability for the current contract which began on July 1, 2015 and ends on June 30, 2021, is \$375,000.00. Because the services are only utilized on an as-needed basis, the maximum liability for any new contract could remain the same.

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 32901-31231

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

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

Maggie Wilson,
Sourcing Account Specialist for the Tennessee Department of Correction
Central Procurement Office
Department of General Services
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave.,
Nashville TN 37243
(615) 741-1170
Maggie. Wilson@tn.gov

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

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

Vashti McKinney
Tennessee Department of Correction
Sixth Floor
320 Sixth Avenue North
Nashville TN 37243
(615) 253-8237
Vashti McKinney@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8.).

- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html> to the following: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

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

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held via Webex at 11:00 a.m. CST on Friday September 4, 2020.

When it's time, join your Webex meeting here.

Meeting number (access code): 171 376 0885

Meeting password: 72w2BBeUB3b



Tap to join from a mobile device (attendees only)

[+1-415-655-0003](tel:+1-415-655-0003),[,1713760885##](tel:+1-415-655-0003) US TOLL

Join by phone

+1-415-655-0003 US TOLL

[Global call-in numbers](#)

Join from a video system or application

Dial [1713760885](tel:1713760885) @tngov.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

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

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

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

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time

and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		August 31, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	September 3, 2020
3. Pre-response Conference	11:00 a.m.	September 4, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 8, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 11, 2020
6. State Response to Written "Questions & Comments"		October 12, 2020
7. Response Deadline	4:30 p.m.	November 13, 2020
8. State Completion of Technical Response Evaluations		November 24, 2020
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 25, 2020
10. Negotiations (Optional)		November 30, December 1-4
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 9, 2020
12. End of Open File Period		December 16, 2020
13. State sends contract to Contractor for signature		December 17, 2020
14. Contractor Signature Deadline	2:00 p.m.	January 4, 2021

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8.).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 32901-31231 TECHNICAL RESPONSE ORIGINAL”

and Seven (7) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32901-31231 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 32901-31231 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32901-31231 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32901-31231 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32901-31231 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 32901-31231 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Maggie Wilson, Sourcing Account Specialist Assigned to Correction
 Central Procurement Office
 Department of General Services
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave.,
 Nashville TN 37243
 (615) 741-1170
 Maggie.Wilson@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses.

Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

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

4.8. **Disclosure of Response Contents**

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

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

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

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

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

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

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

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

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

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

5.3. Contract Award Process

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

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

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

RFP ATTACHMENT 6.1.**RFP # 32901-31231 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent. OR , in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(d) <u>Do NOT</u> open the sealed references upon receipt.</p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		10	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		30	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		30	
	C.4.	Provide a written description as to how your vehicles and equipment meet or exceed FMCSA standards as published at https://www.fmcsa.dot.gov/regulations regarding safety and security.		5	
	C.5.	Provide a written description of the limits of continuous travel for prisoners and driving periods for officers. This explanation shall include required break and rest periods with length of time. When rest periods are required, specify custody arrangements for prisoners. Describe service of meals for prisoners during travel to include type of meals, frequency and manner by which they are served.		10	
	C.6.	Provide a written description of procedures for air travel should air travel be required. Description should include security arrangements with airport security and/or airline carrier and arrangements concerning custody and security of prisoner while aboard aircraft.		5	
	C.7.	Please furnish written statistics providing the number of state prisoner escapes while in the custody of the proposer to the requested destination, as well as the number of state prisoners transported by the proposer for each of the last three calendar years of 2017, 2018 and 2019.		10	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:									
PRINTED NAME & TITLE:									
DATE:									
RESPONDENT LEGAL ENTITY NAME:									
Cost Item Description	Proposed Cost					State Use ONLY			
	July 1, 2021- June 30, 2022	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	Sum	Evaluation Factor	Evaluation Cost (sum x factor)	
Inmate Transportation – Per Trip Rate (added to the rate below)	\$ / Per Inmate Per Trip		5						
Inmate Transportation – Per Inmate Per Mile Rate (in addition to the rate above)	\$/ Per Inmate Per Mile		25						
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):									
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.									
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						x 30 (maximum possible score)	SCORE:		

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	July 1, 2021- June 30, 2022	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	Sum	Evaluation Factor	Evaluation Cost <small>(sum x factor)</small>
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>								

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32901-31231 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

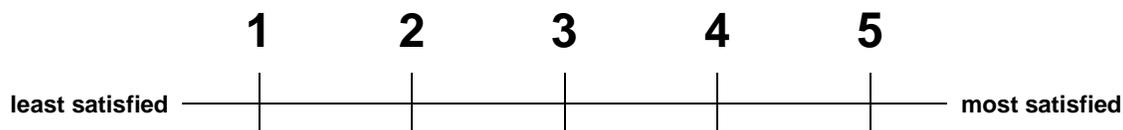
	1	2	3	4	5	
least satisfied						most satisfied

RFP # 32901-31231 REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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

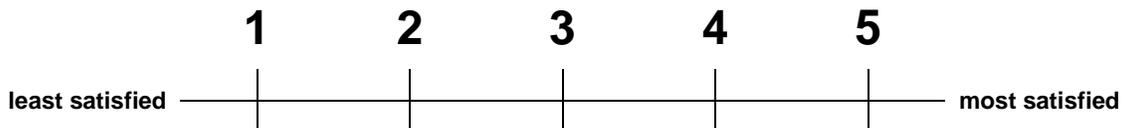


What, if any, comments do you have regarding the score selected above?

RFP # 32901-31231 REFERENCE QUESTIONNAIRE — PAGE 3

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

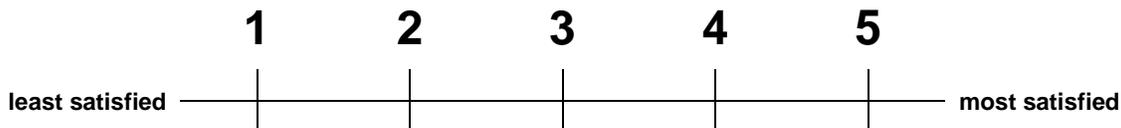
Please respond by circling the appropriate number on the scale below.



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

(12) Would you contract again with the reference subject for the same or similar goods or services?

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP # 32901-31231 *PRO FORMA* CONTRACT

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



CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
Contractor Legal Entity Name			Edison Vendor ID

Goods or Services Caption (one line only)

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
---	---------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

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:

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

<input checked="" type="checkbox"/> Competitive Selection	RFP
<input type="checkbox"/> Other	Describe the selection process used and submit a Special Contract Request

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)
-------------------------------	--------------------------------

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, **Department of Correction** ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of **Interstate Inmate Transit 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/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

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. American Correctional Association ("ACA") shall mean the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. In addition, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, Inmates and Offenders in the adult and juvenile correctional process.
 - b. Air Travel means transit of an inmate by commercial airplane during which the inmate is supervised by qualified transit Contractor staff.
 - c. Background Check means fingerprint-based criminal history record check conducted on potential contractor staff prior to hire.
 - d. Bledsoe County Correctional Complex (BCCX) is the State's male reception center.
 - e. Central Dispatch Office ("CDO") is a function of the office of the TDOC Director of Classification which coordinates and schedules the transportation of inmates.
 - f. Chemical Agents shall mean non-lethal chemical substances used by law enforcement to incapacitate an individual who poses a threat to themselves or others.
 - g. Communication Device means any device used by Commercial Transit staff to communicate with company dispatch or headquarters, TDOC or law enforcement while in transit.
 - h. Continuous Travel means the maximum number of consecutive hours a transport officer can be actively transporting offenders as specified in the Federal Motor Carrier Safety Administration Regulations Title 49 Section 395.5
 - i. "Contract Transporting Agency" means the contractor responsible for the custody and conveyance of inmates/offenders to or from law enforcement jurisdictions outside the State of Tennessee.
 - j. "CPR" means Cardiopulmonary Resuscitation
 - k. "DSNF" means DeBerry Special Needs Facility
 - l. Debra K. Johnson Rehabilitation Center is the State's female reception center.

- m. Defensive Driving means a form of training for drivers of motor vehicles intended to reduce the risk of collision by anticipating dangerous situations, despite adverse conditions, mistakes or intentional actions of others.
- n. "Disabled" means a person having a physical or mental condition that limits movements, senses or activities.
- o. "Drive Shaft" means a mechanical component for transmitting torque and rotation, usually used to connect other components of a drive train.
- p. "ELD" means any device or system installed in a commercial transit vehicle and is used to record a driver's duty time and driving status as required by *MAP-21, § 395.8(a)(1) as found at <https://www.fhwa.dot.gov/map21/>*, and to ensure that the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passenger.
- q. "Escape" means the clear apparent effort of one or more inmate to flee from the confines of the transit vehicle, the institution, its properties, authorized work locations, and/or the supervision of State or Contractor employees to whom the inmate is officially assigned.
- r. "FMCSA" means the Federal Motor Carrier Safety Administration as described and defined at <https://www.fmcsa.dot.gov/>
- s. "Fire Extinguishing Equipment" means active fire protection devices and equipment used to put out or control fires, often in emergency situations.
- t. "Firearm" means a portable gun that inflicts damage on targets by launching one or more projectiles driven by rapidly expanding high-pressure gas.
- u. "Firearms Competency" means either military or civilian marksmanship courses and tests which qualify an officer to carry a particular firearm.
- v. "Food Delivery Access Doors" means doors in the prisoner seating area which permits food to be served without requiring that prisoner entry or exit doors to be opened.
- w. "Fuel Reservoirs means fuel tanks.
- x. "GPS" means Global Positioning System
- y. "Handcuffs" means restraint devices designed to secure an individual's wrists in proximity to each other.
- z. "Inmate" means any person committed to the custody and control of the State who is incarcerated in a TDOC managed or privately managed Facility.
- aa. "Jenna's Act" means the Interstate Transportation of Dangerous Criminals Act of 2000 as found at: <https://www.federalregister.gov/documents/2001/12/17/01-30937/establishment-of-minimum-safety-and-security-standards-for-private-companies-that-transport-violent>
- bb. "Key Slot Cover" means a device used to cover handcuff keyholes and prevent unauthorized inmate handcuff removal and escape.
- cc. "Leg Irons" means restraint devices designed to secure an individual's legs in proximity to each other.
- dd. "MAP-21" means, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141), was signed into law by President Obama on July 6, 2012.
- ee. "Medical Emergency" means a sudden, unanticipated inmate health critical event requiring medical assistance or intervention

- ff. Motor Carrier (“MC”)Number/Registration as required by 49 U.S.C. 13902, 49 CFR part 365, 49 CFR part 368, and [49 CFR 392.9a as found at: https://cms8.fmcsa.dot.gov/](https://cms8.fmcsa.dot.gov/)
- gg. “MCA” means the Motor Vehicle Carrier Act of 1980, also known as the Motor Carrier Regulatory Reform and Modernization Act.
- hh. “Passenger Compartment” means the portion of the Contractor’s vehicle where inmates/offenders are restrained and seated during transit.
- ii. “Picture Identification Badge” or “Photo Identification Badge” means a badge issued by the Contractor which includes a photo of the Contractor employee and identifies said employee as working for the Contractor.
- jj. “Pre-Employment Screening” means screening activities including but not limited to physical or mental examinations, drug screens and background checks conducted on a candidate for employment.
- kk. “Restraints” means any device commonly used by law enforcement including but not limited to handcuffs with Key Slot Cover, waist chains and Leg Irons.
- ll. “Safety Rating System” means the FMSCA system as detailed at <https://www.fmcsa.dot.gov/safety> that is used to conduct a safety check by the DOT auditing a company’s compliance with all requirements and laws, then determine the company’s safety rating.
- mm. “Search” means the visual or physical examination of an inmate to determine whether the inmate is carrying any objects which could possibly be used to injure contractor staff or damage the transit vehicle.
- nn. “Security Screening” means porous welded steel used to cover transit vehicle windows to prevent inmate escape or to separate inmates from Transportation Officers and to protect Transportation Officers from inmates.
- oo. “Seriously Ill” means any condition impacting the health of an offender which jeopardizes general health and normal daily bodily functions.
- pp. “Shift Commander” means TDOC supervisory correctional staff who oversees a shift.
- qq. “Strip-search” means an examination of an individual offender’s unclothed body by TDOC staff for weapons and contraband, and a thorough search of all the individual’s clothing while it is not being worn.
- rr. “TSA” means the U.S. Department of Homeland Security’s Transportation Security Administration
- ss. “Transportation Officer” means a Contractor employee charged with driving and or direct oversight of an inmate during transit.
- tt. “Uniform” means the clothing issued to Contractor staff acting as inmate Transportation Officers
- uu. “Universal Joint” means a joint or coupling in a rigid rod which allows the rod to bend in any direction, and is commonly used in shafts that transmit rotary motion.
- vv. “US DOT” means the United States Department of Transportation
- ww. “Use of Force” means actions used against an offender/inmate to compel him or her to do something against his or her will to compel compliance with an order.
- xx. “Video Camera” means a recording device which captures video images and sound.
- yy. “Vehicle” means the Contractor automotive conveyance used in the interstate transit of inmates.

- zz. "Vehicle Drive Shaft Protection Brackets" shall mean devices to hold the drive shaft in place in the event of separation from the universal joint.
- aaa. "Weapons Qualifications" means a military or civilian marksmanship course and tests which qualify an officer to carry a particular firearm.

- A.3. Contractor agrees to arrange for and take custody of prisoner(s) when notified by the State. The State shall make every effort to provide the Contractor with as much as ten (10) days' notice, when possible. However, the agency having custody may not provide the State with adequate notice. In such instances, the Contractor shall respond if given at least forty-eight (48) hours' notice. The Contractor shall ensure that inmate(s) from the sending institution are stripped-searched (in accordance with TDOC Policy 506.06 as referenced in Attachment Four) prior to boarding transportation vehicle(s) and will follow the transporting procedures of this policy. Any revisions in the TDOC Policy will be sent to the Contractor at the e-mail address provided in D.2., Communications and Contacts, of the Contract.
- A.4. The Contractor shall ensure that each prisoner is restrained with proper, standard law enforcement devices as approved by the State. These devices (to be provided by contractor) shall include handcuffs with Key Slot Cover, waist chains, and Leg Irons. The Contractor shall ensure that Inmates that are transported are not allowed to be restrained to a stationary object such as a seat or any part of the vehicle.
- A.5. The Contractor shall maintain a fleet of vehicles (with list provided) compliant with all applicable United States Department of Transportation regulations including but not limited to Jenna's Act and the Federal Motor Vehicle Safety Act sufficient to accomplish the services required by the State. The Contractor shall ensure that each vehicle is properly secured by:
- a. Welded steel security screening sufficient to separate prisoners from Transportation Officers and to protect Transportation Officers from inmates.
 - b. Welded steel security screening covering vehicle windows and doors in passenger compartment to prevent escape.
 - c. Vehicle doors of passenger compartment which cannot be opened from the interior, but accessible only on the exterior by officer.
- A.6. The Contractor shall provide an initial list of the fleet vehicles detailing all security features (pre-manufactured inserts, bars, screens etc.) to the State contact listed in Section D.2. on day 1 of the contract. The Contractor shall provide notice to the State contact as listed in Section D.2. at any time changes occur throughout the term of the contract. Any vehicles added to the list must meet the requirements of Section A.5., A.7., and A.8.
- A.7. The Contractor shall ensure that Vehicles meet basic standards of safety, including but not limited to, evidence of regular service/maintenance as recommended by the manufacturer, not exceeding the manufacturer's recommendation or standard for useful life of the vehicle, and be properly equipped for emergencies (e.g., communications equipment capable of immediate notice to emergency services in the area of operation, fire extinguishing equipment, medical emergency kits, and equipment or tools for emergency extrication of passengers).
- A.8. The Contractor shall ensure that Vehicles' fuel reservoirs shall meet current industry standards for protection against rupture, explosion, or ignition, which includes covering to reduce likelihood of rupture from foreign objects. Vehicle drive shafts shall have protection brackets to hold shaft in place in the event of separation from the universal joint.
- A.9. The Contractor shall employ a minimum of two (2) officers per vehicle when transporting a prisoner for the State. At least one of the officers for each scheduled trip for the State shall have a minimum of one (1) year of experience in transporting prisoners. The Contractor shall ensure that:
- a. Transport officers shall have received at least one hundred (100) hours of job-related training regarding use of restraints (electronic and/or mechanical), searches of prisoners, Use Of Force to

include use of appropriate weapons, firearms, chemical agents, CPR, map reading and defensive driving. Documentation of training shall be maintained by the Contractor, meet all the requirements of manufactures and be available for review by the State, upon request. Transport officers shall be supervised by the Contractor's staff.

The Contractor shall ensure that screening requirements for transport officers include two (2) years of correctional experience, military experience or law enforcement experience. Pre-employment screening measures must include a background check as described in 28 C.F.R. Section 97.11 https://www.govregs.com/regulations/expand/title28_chapter1_part97_section97.11 incorporated herein by reference and a test for use of controlled substances

- b. The Contractor shall ensure that , where Transportation Officers are assigned weapons in the course of transportation duties, initial and annual requirements in firearms use and Weapons Qualifications shall be in accordance with the requirements of TDOC Policy 506.09 as may be revised and as included in Attachment Four. Any revisions in the TDOC policy will be sent to the Contractor at the e-mail address provided in D.2., Communications and Contacts, of the Contract.
 - c. Evidence of firearms competency of personnel as well as licensure or governmental authority to carry/use firearms during the course of duty in transporting prisoners for the State shall be maintained by the Contractor and available for review by the State, upon request.
 - d. The Contractor shall comply with the Interstate Transportation of Dangerous Criminals Act of 2000, codified at 42 U.S.C. § 13726, <https://www.congress.gov/106/plaws/publ560/PLAW-106publ560.pdf> and regulations issued thereunder, whether as currently adopted or as may be amended from time to time, which are fully incorporated herein by reference.
- A.10. When transporting a female prisoner, the Contractor shall make every effort to ensure that at least one female transport officer is assigned from point of custody to the TDOC destination. In instances when assignment of a female transport officer is not possible, the Contractor shall notify the State in advance. Male and female prisoners shall only be transported in the same vehicle when separate compartments are provided.
- A.11. The Contractor shall ensure that limits on continuous travel, hours and miles driven by transport officers are in accordance with Federal Motor Carrier Safety Administration Regulations Section 395.5, <https://www.fmcsa.dot.gov/regulations/title49/section/395.5> (Part 395, Maximum Driving Time for Passenger Carrying Vehicles) of the United States Department of Transportation Regulations, the provisions of which are incorporated herein by reference.
- A.12. The Contractor shall ensure that the type of meals, frequency and manner in which they are served to prisoners shall be as described in the American Correctional Association Standard 4-4328, <http://www.aca.org/> which is incorporated herein by reference.
- A.13. Air Travel
- a. Procedures for air travel shall be as described in the Contractor's proposal, which is incorporated herein by reference. The Contractor shall seek approval from the State before making any changes to these procedures.
 - b. The Contractor shall ensure that all relevant TDOC personnel are notified of the transport as well as others to include but not be limited to: The Transportation Security Administration (TSA), airport security, the airline being utilized and the Captain of the transporting aircraft.
- A.14. Seriously ill and disabled inmates shall be transported by TDOC and not by the Contractor.
- A.15. The Contractor shall ensure that Transport Officers wear readily distinguishable uniforms and picture identification badges provided by the Contractor in accordance with requirements of U.S. Code of Federal Regulations Title 28 Chapter 1 Part 97 28 C.F.R. Section 97.15 https://www.govregs.com/regulations/expand/title28_chapter1_part97_section97.15 which is incorporated herein by reference. Inmates being transported will wear readily identifiable uniforms (jumpsuits) provided by the Contractor.

- A.16. In the event of an escape resulting, in whole or in part, from the Contractor's failure to perform pursuant to the provisions of this Contract, the State may assess liquidated damages in accordance with Section **E.5.**, and shall have the remedy of Actual Damages and any other remedy available at law or equity. The schedule of any applicable liquidated damages is set forth in **ATTACHMENT THREE** of this Contract.

The duty of transporting inmates carries with it a great deal of responsibility and risk for the Contractor. The transportation of inmates by the Contractor will be performed in a professionally acceptable manner, utilizing qualified and trained individuals who demonstrate competency in the performance of their assigned duties. Transportation officers employed by the Contractor must always be aware of their surroundings, the inmates that they are transporting, and the intervention of outside sources that could create a dangerous situation for them or for the inmates that they are transporting. Any inmate, regardless of custody level, should be considered an escape risk and therefore, all security policies and procedures must be followed, including those standards that have been established by the ACA, Jenna's Act and the FMCSA."

- A.17. The Contractor shall provide a minimum ratio of one (1) transport officer to six (6) inmates.
- A.18. The Contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event that the driver refuses to transport any such individual, the Contractor shall provide immediate notification prior to leaving the pick-up location to the TDOC central dispatch office (phone number 741-1000 Extension 8174, or 8286 or 8183) during the hours of 6:30 a.m. until 4:30 p.m. Central Time, Monday through Friday; during non-business hours Monday through Friday; or on weekends and State holidays.

For male transports to the State's male reception center, the Contractor shall notify the shift commander's office at (423) 881-6179.

For female transports to the State's female reception center, the Contractor shall notify the shift commander's office at (615) 741-4717.

The Contractor shall assist the State with arrangements and information at the point of custody to ensure the State has ample time to take custody of the prisoner and to ensure agency with custody does not release the prisoner before the State can arrive to take custody. There shall be no charge to the State in such instances.

The Contractor shall immediately report to the local law enforcement agency and the State in the event of any prisoner escape, vehicle accident, medical emergency or other emergency of a life-threatening nature. The notification shall be made to the TDOC central dispatch office during the hours of 6:30 a.m. until 4:30 p.m., Monday through Friday before or after the above hours and on weekends and State holidays.

- A.19. At the time of the contract signature, the Contractor shall complete and sign Pro Forma Contract Attachment Two, documenting a commitment to diversity, as also referenced in Section E.4.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2021 ("Effective Date") and extend for a period of sixty (60) 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 **Written Dollar Amount (\$Number)** ("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)				
	July 1, 2021- June 30, 2022	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026
Inmate Transportation - Per Inmate Per Trip Rate (added to the rate below)	\$ Per Inmate Per Trip	\$ Per Inmate Per Trip	\$ Per Inmate Per Trip	\$ Per Inmate Per Trip	\$ Per Inmate Per Trip
Inmate Transportation – Per Inmate Per Mile Rate (in addition to the rate above)	\$ Per Inmate Per Mile	\$ Per Inmate Per Mile	\$ Per Inmate Per Mile	\$ Per Inmate Per Mile	\$ Per Inmate Per Mile

- 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 Correction
Accounts Payable
Sixth Floor
Rachel Jackson Building
320 Sixth Avenue North
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 Correction, Operations;
 - (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:

Lee Dotson, Assistant Commissioner, Prisons
 Tennessee Department of Correction
 6th Floor Rachel Jackson Building
 320 Sixth Avenue North
 Nashville TN 37243
 lee.dotson@tn.gov
 Telephone # (615) 253-8171

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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 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 withhold payments in excess of compensation for completed services or provided goods. 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 – 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 - 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 Attachments One through Four;
 - 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 – 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. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

- e. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (2,000,000) in the aggregate.

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. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.3. 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.4. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32901-31231 (Attachment 6.2.B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.5. Liquidated Damages. If any event, as detailed in Attachment Three, giving rise to liquidated damages occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Three and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.6. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

TONY PARKER, COMMISSIONER

DATE

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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

**ATTACHMENT TWO
GO-DBE LETTER OF COMMITMENT SAMPLE**

(Company Letterhead/Logo)

To: *Mr./Ms. Name of state agency contact*
State of Tennessee
Department
Address

Date:

Mr./Mrs.(Agency Contact),

(COMPANY NAME) is committed to achieving or surpassing the stated goal of **(SPECIFY PERCENTAGE)** spend with certified diversity business enterprise firms on the state of Tennessee (*RFP # 32901-31225 Inmate Transit Services*) and **(Edison contract # to be assigned)**.

Diversity businesses are defined as those that are:

1. Owned by a person or persons of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee’s Governor’s Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a minority, woman owned, service-disabled veteran owned or small business enterprise or MBE, WBE, SDVBE or SBE by Go-DBE.

We confirm our commitment of **(SPECIFY PERCENTAGE)** participation on the state of Tennessee contract by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated diversity subcontractors and suppliers: *(Use separate attachment if needed)*

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers): _____%.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

Further, we commit to:

1. Using applicable reporting tools that allow the Governor’s Office of Diversity Business Enterprise to track and report purchases and/or payments to businesses owned by minority, women, service-disabled veterans and small businesses.
2. Reporting quarterly to the Go-DBE office the dollars paid to certified diversity businesses owned by minority, women, service-disabled veterans and small business accomplished under contract # **(Edison number to be assigned)**.

(COMPANY NAME) is committed to working with the Governor’s Office of Diversity Business Enterprise office to accomplish this goal.

Regards,

(Company authority – signature and title)

Attachment Three
LIQUIDATED DAMAGES

LIQUIDATED DAMAGES EVENT	LIQUIDATED DAMAGES AMOUNT
Prisoner escape from custody of Transport Company as described in Section A.15. of the contract.	\$350.00 per hour manhunt remains in effect
Transport Company fails to provide timely notification to local law enforcement in the State of occurrence or fails to notify TDOC in accordance with the events described in the last paragraph of Section A.17 of the contract.	\$400 per hour after the incident has occurred that notification not provided timely to local law enforcement until the time in which the Contractor provides formal notification to of local law enforcement.
Any other non-compliance issue per each prisoner transport including noncompliance with the Interstate Transportation of Dangerous Criminals Act described at Section A.8.d. of the contract.	\$350 per each hour contractor remained non-compliant during prisoner transport.
Transport Company fails to provide interstate inmate transit service in accordance with the Federal Motor Carrier Safety Administration Rules of Practice, Title 49, Part 386, Subpart G Appendices A and B ("FMCSA") and Section A.10. of the contract, resulting in monetary damages suffered by TDOC.	If the transport of the inmate is accomplished through ground transportation, then \$1,000 per day until the breach is remedied. If the transport of the inmate is accomplished through commercial airline transportation, then \$2,500 per day until the breach is remedied. This amount is in addition to any fines and/or penalties imposed against the Transport Company pursuant to the FMCSA. Any civil penalty imposed against the Transport Company for a regulatory violation will be determined by the FMCSA based upon the gravity of the violation, degree of culpability, history of prior offenses, effect on the ability to continue business, and public safety.

 <p>ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction</p>	Index #: 403.01	Page 1 of 4
	Effective Date: January 1, 2020	
	Distribution: B	
	Supersedes: 403.01 (8/1/16) PCN 18-16 (2/15/18)	
Approved by: Tony Parker		
Subject: INSTITUTIONAL TRANSFERS		

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA 41-1-509.
- II. PURPOSE: To establish procedures for inmate transfers within the Tennessee Department of Correction (TDOC).
- III. APPLICATION: To Assistant Commissioner of Prisons, Assistant Commissioner of Rehabilitative Services, Director of Classification, Wardens/Superintendents, and employees of TDOC and privately managed facilities.
- IV. DEFINITIONS:
 - A. Administrative Transfer: The immediate relocation of an inmate upon the authority of the Wardens/Superintendents who are involved.
 - B. Central Dispatch Office (CDO): A function of the office of the Director of Classification which coordinates and schedules the transfer and transportation of TDOC inmates.
 - C. Confidential Information: Privileged information which must be maintained in confidence to ensure the safety of an individual or the security of the institution.
 - D. Contract Monitor of Compliance (CMC): TDOC employee(s) authorized by the Commissioner to monitor contract compliance at privately managed facilities
 - E. Contract Monitor of Operations (CMO): TDOC employee(s) authorized by the Commissioner to serve as the approving authority for specific actions occurring at privately managed facilities. In the absence of the CMO, the Contract Monitor of Compliance (CMC) assigned to that facility will serve that function. In the absence of both the CMO and CMC at privately managed facilities, the necessary notification/request for authorization will be made by telephone to the Correctional Administrator (CA). If the CMO is not reachable via phone, the CMC will be contacted. If both the CMO and CMC are unavailable by telephone, the CA shall be contacted for required authorizations or notifications.
 - F. Emergency Medical Transfer: An unexpected inmate housing assignment occurring as the result of a life-threatening medial situation requiring immediate medical attention not available at the inmate's institution.
 - G. Population Management Transfer: The change in the inmate's facility assignments by order of the Director of Classification for the purpose of controlling institutional population levels. Such does not require a classification hearing or impact the inmate's custody level.
 - H. Security Management Unit (SMU): Restrictive population housing unit(s) located inside the secure perimeter of the institution designated for the placement of confirmed STG members and disruptive inmates for the purpose of separating them from the rest of the general population.

Subject: INSTITUTIONAL TRANSFERS

- I. Transfer: The movement of an inmate from the population of the sending facility to the population of the receiving facility.

- V. POLICY: The transfer of inmates between institutions shall occur only for valid reasons and shall be based on the assessed programmatic needs and custody level of the inmate as well as the security level and resources of the sending and receiving institutions. All institutional inmate transfers are confidential until the physical transfer has been completed.

- VI. PROCEDURES:
 - A. Regular transfers shall be undertaken only for essential inmate movements to effect appropriate programmatic, population management, and security assignments. Transfers based solely on inmate preference, visitation convenience, or proximity to home are considered non-essential and should not occur.
 1. Inmate movement via transfer shall be coordinated and scheduled by CDO. As space at the receiving facility and in the central transportation vehicle permits, CDO will advise the sending facility to affect the transfer on a specific date. The sending institution shall prepare the inmate for transfer according to Policy #506.06 and local post orders.
 2. The sending facility shall monitor inmate schedules to ensure that permanent transfers do not interfere with court appearances, medical/mental health treatment, or occur within 60 days of a scheduled parole board hearing date.
 3. The following transfers require reclassification, with a current risk needs assessment (no older than six months), transfer requests to CDO, and the agreement of the sending and receiving facilities:
 - a. All interinstitutional assignments
 - b. Permanent mental health transfers and inmates assigned to the SMU program
 - c. Program completion for parole purposes. (See Policy #117.03)
 - d. Terminations and/or step down from Level of Care program(s) and DeBerry Special Needs Facility (DSNF)
 - e. Inmates who are being reduced from close custody prisons if the inmates are not to be retained at that facility.
 - f. Transfer to the DSNF Sheltered Living Unit requires the prior written approval of the DSNF Medical Director/designee (See Policy #113.04), in addition to reclassification and transfer request to CDO.
 4. Inmates in administrative segregation will be assigned to a maximum custody unit by the Classification staff subsequent to receipt of BI01D083 (See Policy #404.10) and transfer request.
 5. Internal transfers within consolidated facilities do not require reclassification unless an inmate's custody level is to be changed.

Subject: INSTITUTIONAL TRANSFERS

- B. Administrative transfer is appropriate when a Warden/Superintendent determines (with the approval of the CMO at privately managed facilities) that, due to urgent need or in the event of an emergency, it is in best interest of an institution or inmate that the inmate be transferred to another TDOC facility immediately. In all such cases, the following shall occur:
1. Both the sending and receiving Wardens/Superintendents must agree to the transfer.
 2. An administrative transfer does not require reclassification or the approval of the Director of Classification. The sending Warden/Superintendent shall affect the transfer and notify the Director of Classification by e-mail, followed by memorandum justifying the administrative transfer to the receiving Warden/Superintendent, with a copy to the Director of Classification. Memoranda which contain confidential information shall be stamped "Confidential."
 3. Inmates terminated from the Technical Violators Unit at the Turney Center Wayne Annex (TCIX/W) may be administratively transferred to the sending facility for reclassification or to the TCIX Main compound.
 4. Inmates terminated from the Special Alternative Incarceration Unit (SAIU) may be absorbed into the general population at the nearest or another designated facility.
 5. At privately managed facilities, in the event that the Warden and CMO do not concur regarding the need for an administrative transfer, the matter shall be referred to the Correctional Administrator (Prisons) for final solution.
- C. When the Warden/Superintendent has determined that it is necessary to effect the permanent (regular or administrative) transfer of any inmate but cannot secure an agreed placement, the Warden/Superintendent shall refer the transfer request to the Director of Classification by memorandum which explains the need for the transfer, locations of incompatibles, brief summary of conduct history, recent attempts to locate a receiving facility, and recommendations and justification for facility assignment. The Director of Classification shall secure acceptance by an appropriate facility.
- D. Temporary transfers for specific assignments of limited duration (e.g., court appearance, forensic evaluation, medical appointment, etc.) are implemented by the administrative authority of the Warden/Superintendent. To schedule temporary transfers, the sending facility shall notify CDO by e-mail no later than 10:00 a.m. (Central Time) on the working day before the transfer is to occur.
1. Temporary transfers shall not exceed 60 days; thereafter, the inmate is absorbed into the assigned count of the receiving TDOC facility and the Wardens/Superintendents involved shall cause the inmate's status to be reviewed for reclassification and/or transfer. The receiving facility shall make an appropriate LIMD (arrival/departure) into the offender management system (OMS) entry and notify the sending facility of same by e-mail. Inmates who are to be returned to their assigned facilities during the first 60 days need not be reclassified, but CDO shall be notified to schedule transportation.
 2. Each facility shall track temporary transfers, both those physically present at the facility and those temporarily at another TDOC facility; procedures shall include a suspense system and subsequent classification action.

Effective Date:	Index # 403.01	Page 4 of 4
Subject: INSTITUTIONAL TRANSFERS		

3. Temporary transfers to DSNF require prearrangement and approval by the mental health and/or health services staff of the institutions involved. Upon completion of treatment at DSNF, inmates are routinely returned to the sending facility.
4. Inmates may be temporarily transferred for legal proceedings upon receipt of a valid court order or official request (e.g., District Attorney General, Board of Claims, etc.). The sending facility shall schedule transportation via CDO.
 - a. Upon receipt of a court order or official request, CDO will notify the appropriate facility's records office by e-mail or facsimile copy of the order or official request to establish transportation arrangements.
 - b. Upon completion of court appearance, an inmate is routinely returned to the assigned facility unless the court requests that the inmate be retained for further proceedings. It is the responsibility of the receiving institution to determine when an inmate's presence is no longer required and to schedule return transportation with CDO. Should release from custody be ordered by a court, procedures outlined in Policy #511.03 shall be followed.

E. Emergency Medical Transfers: Emergency medical transfers shall be coordinated and facilitated in accordance with medical requirements for the release/transfer of inmates, per Policy#113.04.

F. Additional Related Procedures

1. When submitting a transfer request, the sending facility shall notify CDO of special transfer considerations (e.g., protective custody, female, maximum custody, juvenile, wheelchair, etc.).
2. At the time of transfer, the Warden/Superintendent of the sending facility shall ensure that:
 - a. E-mail is sent to CDO and the receiving institution, which lists the inmates' names and numbers, custody levels, and nature of transfers.
 - b. Correct data entry on LIMD occurs in a timely manner.
 - c. The correct files, documents, and property are transferred in accordance with Policies #403.01.1, #504.01, and #504.02.
3. The Director of Classification shall monitor transfer activity in accordance with Policy #401.01 and may deny transfer requests.
4. Additional information providing operational guidance is contained in the *Classification User's Guide*.

VII. ACA STANDARDS: 4-4096 and 4-4189-2.

VIII. EXPIRATION DATE: January 1, 2023.

 <p style="text-align: center;"> ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction </p>	Index #: 403.02	Page 1 of 6
	Effective Date: March 15, 2018	
Approved by: Tony Parker	Distribution: B	
	Supersedes: 403.02 (1/15/15) PCN 17-37 (3/31/17) PCN 16-22 (9/15/16)	
Subject: CENTRAL TRANSPORTATION SYSTEM		

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish a system for the transportation of inmates by means of centrally scheduled and dispatched vehicles.
- III. APPLICATION: Assistant Commissioner of Prisons, Assistant Commissioner of Operational Support, Director of Classification, Director of Statewide Transportation, Central Dispatch Office, Wardens/Superintendent (except TCA Superintendent), privately managed facilities, and institutional staff.
- IV. DEFINITIONS:
 - A. Central Communication Center (CCC): A TDOC work unit that receives and processes internal critical incident reporting and electronic monitoring and provides other support services for the Department.
 - B. Central Dispatch Office (CDO): A function of the office of Director of Classification which coordinates and schedules the transfer and transportation of inmates.
 - C. Central Transportation Vehicles: Passenger vehicles dispatched by the CDO.
- V. POLICY: The Tennessee Department of Correction (TDOC) will facilitate the transfer and transportation of inmates in a safe, secure, and efficient manner.
- VI. PROCEDURES:
 - A. Functions of the CDO staff shall include:
 1. Monitoring the in-house count of each TDOC institution and determining the availability of inmate housing space in relation to the capacity.
 2. Maintaining a record of the number and intended destinations of inmates who have been approved for permanent transfers.
 3. Notifying each sending institution of the number and destinations of inmates pending transfer who are to board a scheduled central transportation vehicle.
 4. Monitoring the transportation schedule and vehicle trips for all central transportation vehicles.

Subject: CENTRAL TRANSPORTATION SYSTEM

5. Coordinating and/or arranging all in-state transportation of TDOC inmates, dispatching all central transportation vehicles in a timely manner, and tracking the safe arrival of inmates at their destinations.
6. Coordinating and/or arranging all out-of-state returns of inmates (escapees, interstate compact returns, and parole violators) per Policy #403.03.
7. Receiving and processing court orders regarding inmate appearances and distributing the orders to appropriate facilities.
8. Publication of a schedule for routine transportation trips between all TDOC institutions and privately managed facilities.

B. Responsibilities of the Warden/Superintendent shall include:

1. Staffing and maintaining vehicles required for central transportation system functions.
2. Providing transportation officers with equipment and weaponry authorized by post orders.
3. Equipping all central transportation vehicles transport officers with mobile/cell phones to allow communication with the Tennessee Highway Patrol and/or local law enforcement.
4. Equipping all central transportation vehicles with first aid kits, restraint devices, and fire extinguishers.
5. Communicating with and providing any necessary assistance to vehicles in transit.
6. The timely loading and unloading of central transportation vehicles, including inmates, their records, and accompanying personal property.
7. Adhering to the transportation schedule. Transporting officers are not authorized to delay scheduled departures to await inmates, records, or property which are not yet prepared to be loaded, and shall telephone the CDO with institutional arrival and departure times.
8. Notifying officers in charge of the central transportation vehicles of inmate security risks and precautions to be taken, and of special medical cases which may require attention.
9. Making travel decisions during inclement weather:
 - a. Wardens/Superintendents/designees of institutions responsible for transport operations shall make a joint determination regarding trip cancellations or portions thereof during hazardous road conditions. Notification of the decision shall be made to the Assistant Commissioner of Prisons and the Director of Statewide Transportation.

Subject: CENTRAL TRANSPORTATION SYSTEM

- b. Coordinating with and notifying via telephone and E-mail the CDO/CCC and other institutions involved.
 - c. CDO staff will assist in rearranging trip when only a portion of the trip is discontinued.
 - d. Institutional personnel shall communicate with the appropriate court clerks if trip cancellations result in the inmate(s) not being available as scheduled.
 10. Notifications:
 - a. To the CDO by e-mail from all effected institutions by 10:00 a.m. the day before the scheduled date of the need to move specific inmates, e. g., medical and court appearances, and special security alerts (maximum custody, protective custody, female, juvenile, etc.)
 - b. To the CDO by e-mail and the receiving institution, upon departure of the vehicle from the sending institution, list of names of inmates, TDOC ID numbers, custody levels, nature of transfer, and destination of those placed aboard the vehicle.
 - c. To the CDO by telephone of any delays, changes of schedule, approved changes of inmate passengers, emergency events, etc.
 11. Ensuring that inmates preparing to board transportation vehicles from a sending institution are strip-searched and restrained, and that all object/items such as pens, pencils, and combs be removed from the person and stored with the inmate's personal property in the luggage compartment. Inmates may retain wristwatches, rings, and eyeglasses. Inmates are only permitted to wear state issued boots and or tennis shoes during any transportation movement (bus, court, medical, etc.)
 12. Ensuring that maximum, close, medium, and minimum restricted custody inmates board and depart the central transportation vehicle while the vehicle is within a secure perimeter.
 13. Ensuring that entries are made on LIMD (arrival/departure) in a timely manner which accurately reflects inmate movement.
- C. Inmates to be transported by the central transportation system shall be:
1. Approved for movement by the CDO via e-mail transport list.
 2. Listed on CR-1937, Transportation System Prisoner Pass.
 3. Transported by separate chase vehicle if confined to a wheelchair and are unable to move themselves onto the central transportation bus or have an unstable medical condition that might require medical intervention. The sending institution should provide advance notice to the CDO/CCC.

Subject: CENTRAL TRANSPORTATION SYSTEM

4. Appropriately restrained with security devices by transporting officers. Medical personnel should provide specific instructions with regard to any adjustments of restraints, but in all cases, inmates will be restrained.

D. Items to be transported by the central transportation system shall be:

1. In compliance with Policy #504.01, Inmate Personal Property.
2. Properly packaged and clearly identified as items for inmates for inter-institutional transport, if space is available. In all cases where the inmate being transported is taking prescription medication, the medication(s) shall be packaged in accordance with Policy #113.70 and sent to the receiving institution at the time of the inmate's transfer.
3. Include TDOC mail items which are designated as priority items. (See Policy #507.02)
4. Accepted and receipted by any transporting officer accompanying the vehicle.
 - a. The Transportation System Receipt, CR-2599, is used to document property or records which do not correspond to an inmate rider on the transportation vehicle.
 - b. The original CR-2599 shall be retained at the transporting institution after the item has been receipted to the custody of either the receiving institution or another transportation officer.
 - c. The sending institution shall retain a copy of the CR-2599.

E. Lois Deberry Special Needs Facility (DSNF) Central Transportation Unit

1. The transportation of inmates from TDOC facilities in Davidson County to other TDOC facilities, courts, and law enforcement agencies in Davidson and surrounding counties, and other special transport activities shall be the responsibility of or be coordinated by the DSNF Central Transportation Unit.
2. All prescheduled and emergency transportation activities between the hours of 6:00 a.m. and 6:00 p.m. during weekdays will be performed by DSNF. Prescheduled transports for weekends and holidays will be performed by DSNF.
 - a. Transportation needs for court/law enforcement purposes will, in most cases, be communicated to DSNF, and the facility with custody of the inmate, if different, by the CDO. Institutions receiving orders directly from courts shall immediately communicate the order to the CDO.
 - b. Transportation needs for medical appointments to clinics, community health facilities, and physicians' offices shall be coordinated by DSNF.

Subject: CENTRAL TRANSPORTATION SYSTEM

- c. Emergency transportation needs after 6:00 p.m. and before 6:00 a.m., including weekends and holidays, will be the responsibility of each institution. Necessary assistance regarding security chase cars is to be requested via the DSNF shift supervisor.
 - d. Special transportation needs of other facilities which are not prescheduled or emergencies shall be communicated to DSNF with 24 hours notice.
- F. Post orders: Orders for the operation of central transportation vehicles shall be a joint responsibility of the Assistant Commissioner of Prisons, Director of Transportation, and the Wardens/Superintendent of institutions where central transportation vehicles are based.
- VII. ACA STANDARDS: 4-4189.
- VIII. EXPIRATION DATE: March 15, 2021.



TENNESSEE DEPARTMENT OF CORRECTION
TRANSPORTATION SYSTEM PRISONER PASS

DATE: _____

FROM: _____
 Sending Institution

TO: _____
 Transit Institution/HUB for _____ Receiving Institutions

APPROVED BY: _____ TITLE: _____

*THE FOLLOWING INMATE(S) RECORDS AND/OR PROPERTY IS(ARE) TO BE
 TRANSPORTED VIA TDOC TRANSPORTATION OR THIS INSTITUTION AS NOTED:*

TDOC NUMBER	NAME	CUSTODY LEVEL/SPECIAL INSTRUCTIONS	RACE	BAG#	RECORDS SENT					PROPERTY SENT				
					A	B	C	D	E	A	B	C	D	E
					<input type="checkbox"/>									
					<input type="checkbox"/>									
					<input type="checkbox"/>									
					<input type="checkbox"/>									
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					<input type="checkbox"/>									
					<input type="checkbox"/>									
					<input type="checkbox"/>									
					<input type="checkbox"/>									
					<input type="checkbox"/>									

ALL INMATES, INCLUDING RECORDS AND PROPERTY LISTED ABOVE ARE CORRECT:

 PRINT NAME & TITLE OF OFFICER/EMPLOYEE SENDING INSTITUTION

 SIGNATURE OF OFFICER/EMPLOYEE SENDING INSTITUTION

 PRINT NAME & TITLE OF OFFICER/EMPLOYEE RECEIVING INSTITUTION-INTAKE

 SIGNATURE OF OFFICER/EMPLOYEE RECEIVING INSTITUTION-INTAKE

 PRINT NAME & TITLE OF OFFICER/EMPLOYEE RECEIVING FACILITY-INTAKE

 SIGNATURE OF OFFICER/EMPLOYEE RECEIVING FACILITY-INTAKE

NOTE: IF MORE INMATES ARE BEING TRANSFERRED THAN CAN BE ACCOMMODATED ON THIS FORM, ADDITIONAL FORMS WILL BE UTILIZED AND COMPLETED IN FULL.

- RECORDS
 A. IIR., VOL I
 B. IIR., VOL II
 C. IIR., VOL III
 D. IIR., VOL IV
 E. MISCELLANEOUS

- PROPERTY
 A. TELEVISION
 B. RADIO
 C. FAN
 D. LEGAL PAPERS
 E. MISCELLANEOUS



TENNESSEE DEPARTMENT OF CORRECTION
TRANSPORTATION SYSTEM REQUEST

INSTITUTION

DATE ACCEPTED: _____

ITEM ACCEPTED:

BOX

ENVELOPE

OTHER

FROM: _____

LOCATION: _____

TO: _____

LOCATION: _____

ACCEPTED BY: _____

TITLE: _____

RECEIVED BY: _____

TITLE: _____

COMMENTS: _____

CR-2599 (Rev. 10-04)

White-FILED BACK WITH SENDING INSTITUTION

Canary-RECEIVING FACILITY

Pink-TRANSPORTATION OFFICER



TENNESSEE DEPARTMENT OF CORRECTION
TRANSPORTATION SYSTEM REQUEST

INSTITUTION

DATE ACCEPTED: _____

ITEM ACCEPTED:

BOX

ENVELOPE

OTHER

FROM: _____

LOCATION: _____

TO: _____

LOCATION: _____

ACCEPTED BY: _____

TITLE: _____

RECEIVED BY: _____

TITLE: _____

COMMENTS: _____

CR-2599 (Rev. 10-04)

White-FILED BACK WITH SENDING INSTITUTION

Canary-RECEIVING FACILITY

Pink-TRANSPORTATION OFFICER



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 403.03

Page 1 of 3

Effective Date: March 15, 2018

Distribution: B

Supersedes: 403.03 (3/1/15)

Approved by: Tony Parker

Subject: INTERSTATE TRANSPORTATION

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA Title 40, Chapter 9.
- II. PURPOSE: To provide guidelines for the interstate transfer and transportation of Tennessee Department of Correction (TDOC) inmates.
- III. APPLICATION: To TDOC staff, Board of Parole staff, and privately managed facilities.
- IV. DEFINITIONS:
 - A. Central Dispatch Office (CDO): A function of the office of Director of Classification Programs that coordinates the transportation of inmates.
 - B. Contract Transporting Agency (CTA): The agency under contract with the TDOC that is responsible for the custody and conveyance of inmates to or from law enforcement jurisdictions outside the State of Tennessee.
 - C. Extradition: The legal surrender of an alleged or convicted felon to the jurisdiction of another state.
 - D. Receiving Agency: The correctional or law enforcement agency to which those inmate(s) being transported are to be delivered.
 - E. Sending Agency: The correctional or law enforcement agency that has the inmate(s) in custody.
- V. POLICY: The Department shall act to accomplish the secure, safe interstate transportation of inmates in a cost efficient manner.
- VI. PROCEDURES:
 - A. When the TDOC is notified by a law enforcement jurisdiction outside the State of Tennessee that a TDOC escapee or a parole violator is in custody and pending return to TDOC, the CDO shall coordinate and arrange for the transportation of the inmate.
 1. Information received at TDOC locations other than the CDO concerning escapees in custody shall be transmitted to the CDO as soon as possible by e-mail.
 - a. Provide the appropriate information concerning the inmate and the notifying agency, including the name and phone number of a contact person.

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Subject: INTERSTATE TRANSPORTATION		

4. When the inmate is received into the custody of the TDOC facility from the CTA, appropriate receipt forms shall be completed by the duty officers in charge.
 5. When the CTA is unable to schedule the return of an inmate who is in custody beyond a 200 mile radius, the TDOC shall be responsible for taking custody and returning the inmate. The CDO shall verify final date(s) and make arrangements to take custody and advise the appropriate institutional transportation office of the need to schedule officers.
- C. In the event the CDO is notified that an inmate escapee has refused to waive extradition, the matter shall be referred to the institution to which the inmate was last assigned.
1. The Warden/Superintendent shall initiate extradition proceedings by contacting the Governor's Extradition Officer. The records office of the facility from which the inmate escaped shall obtain from the CDO the names of specific assigned officers who will escort the escape return.
 2. Upon notification by the Governor's Extradition Officer that all arrangements are complete, the CDO shall proceed with arrangements as discussed in Section VI.(B).
- VII. ACA STANDARDS: 4-4189.
- VIII. EXPIRATION DATE: March 15, 2021.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.01

Page 1 of 4

Effective Date: December 15, 2017

Distribution: B

Supersedes: 506.01 (9/1/14)

Approved by: Tony Parker

Subject: CUSTODY AND SECURITY LEVELS

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 40-35-213, TCA 41-1-403, and TCA 41-21-202.
- II. PURPOSE: To establish specific levels of custody and security within the Tennessee Department of Correction (TDOC).
- III. APPLICATION: To employees of all TDOC correctional facilities, employees of Tennessee Rehabilitative Initiative in Correction (TRICOR), and privately managed facilities.
- IV. DEFINITIONS:
 - A. Complex: Two or more distinct institutional locations operated by one administrative component, (except West Tennessee State Penitentiary/Women's Therapeutic Residential Center).
 - B. Custody Level: The amount/degree of supervision required for inmates consistent with the protection of the community, inmate(s), and staff.
 - C. Security Level: The physical (architectural/environmental) constraints of an institution or complex designed and constructed for the purpose of confining inmates.
- V. POLICY: All inmates shall be classified, programmed, and housed in accordance with specific custody and security levels which shall be the least restrictive necessary for the protection of the community, staff, and other inmate(s).
- VI. PROCEDURES:
 - A. All inmates shall be classified to a custody level of minimum, medium, close, or maximum for supervision in accordance with recognized classification procedures. (See Custody Supervision Guidelines chart on page 4). This chart shows the least amount/type of supervision and restraints required for each custody level in specified situations.
 - B. Inmates shall be recommended for placement in a facility or complex appropriate to their custody level. (See "Security Levels and Assignment Parameters" chart on page 3). Inmates with a custody designation higher than the custody range of the receiving or holding institution or complex shall remain at that facility only until required to arrange transportation or transfer to an appropriate institution.
 - C. The *Classification User's Guide* shall contain operational information regarding all TDOC facilities' security designations, established custody ranges, and programs. The Chief Counselor (CCC) shall notify the Director of Classification of any program changes in September of each year or as program changes occur. The Director of Classification shall disseminate current program information for all TDOC and privately managed facilities.

VII. ACA STANDARDS: 4-4189 and 4-4296.

VIII. EXPIRATION DATE: December 15, 2020.

Subject: CUSTODY AND SECURITY LEVELS

SECURITY LEVELS AND ASSIGNMENT PARAMETERS

<u>Security Level</u>	<u>Custody Range</u>	<u>Institution</u>	<u>Parameters</u>
Level II	MT - Med	HCCF WCFA SCCF** TTCC MLTC WTRC	Through Life Sentence Through Life Sentence Through Life Sentence Through Life Sentence MIT to MR/Annex includes work release Through Life Sentence (Therapeutic Needs Female)
Level III	MT - Close	NWCX** TCIX**/**/***** NECX**/****	Through Life Sentence Through Life Sentence/SAIU Through Life Sentence
Level IV	MT - Max	DSNF RMSI TPFW**/** WTSP** MCCX**/**** BCCX**	No Sentence Limits/Medical/behavioral health programs No Sentence Limits No Sentence Limits/Annex includes work release No Sentence Limits/Pre-release Program No Sentence Limits No Sentence Limits

* Technical parole violators assigned by Parole Board, technical probation violators classified by TDOC

** Minimum security annex units: See Policy #404.07 for eligibility criteria

*** Denotes Work Release Program

**** Designated for Special Alternative Incarceration Unit (SAIU)

***** Designated for Parole Technical Violators Unit (PTVU)

CUSTODY SUPERVISION GUIDELINES

	Minimum Trustee	Minimum Direct	Minimum Restricted	Medium	Close	Maximum
DAY MOVEMENT	Regulated access within and out of facility and into the community	Regulated access within and out of facility and to worksite in company of correctional employee	Restricted to within secure facility	Restricted within secure facility passes for other than callout	Restricted within secure facility to designated areas with officer supervision; passes for other than callouts	Restricted to secure zone/housing unit within secure facility; movement always escorted by two officers and with the inmate cuffed behind the back, leg irons and tether attached to cuffs; access to programs as regulated by institutional policy
NIGHT MOVEMENT	Restricted according to program schedule	Restricted to facility and regulated in accordance with housing and program scheduling	Restricted to within secure facility: telephone/ radio contact with destination	Restricted within secure facility passes and direct observation or authorized movement with telephone/radio contact to confirm arrival at destination	Restricted within secure facility passes and direct observation or authorized movement with telephone/radio contact to confirm arrival at destination	Restricted to secure zone/housing unit within secure facility; movement always escorted by two officers and with the inmate cuffed behind the back, leg irons and tether attached to cuffs; access to programs as regulated by institutional policy
SUPERVISION	Intermittent within institution; periodic through established monitoring procedure in programs away from our outside institution	Intermittent within institution ; <u>periodic supervision with supervisor remaining within close proximity of inmate</u> outside perimeter	Intermittent within institution	General observation within institution; one officer in housing	Continued general observation within perimeter two officers in housing unit except third shift	Constant while out of cell

CUSTODY SUPERVISION GUIDELINES CONT.

	Minimum Trustee	Minimum Direct	Minimum Restricted	Medium	Close	Maximum
LEAVE FACILITY PERIMETER/ GROUND	Unescorted per program schedule; restrained when transported with minimum restricted and above.	Under escort and supervised by correctional employees except for furlough; restrained when transported with minimum restricted and above	Armed escort (2 officers) and restraints (cuffs with covers and waist chains) for transport; armed escort for work detail with 2 officers and 1 work supervisor up to 35 inmates	Armed escort (2 officers) and restraints (cuffs with covers and waist chains) for transport; armed escort for work detail with 2 officers and 1 work supervisor up to 35 inmates	Armed escort (2 officers) and restraints (cuffs with covers and waist chains) for transport; armed escort for work detail with 2 officers and 1 work supervisor up to 35 inmates	Armed escort; full restraints (cuffs with covers, leg restraints and waist chains) and either white jump suit or white scrubs 2 officers in transport vehicle. Wardens may assign a trail vehicle if they determine it is needed in certain cases. When transporting death row inmates, a trail vehicle shall be mandatory.
JOB/PROGRAM ACCESS	As permitted by assigned schedule	As permitted by assigned schedule	As permitted by assigned schedule	As permitted by assigned schedule	Restricted to selective activities patrolled by officer within secure perimeter; participation on worklines outside perimeter.	Authorized activities/jobs within housing unit or secure zone require a minimum of leg irons
MEALS/MOVEMENT	Dining area as scheduled	Dining area as scheduled	Dining area as scheduled under direct observation	Dining area as scheduled under direct observation	Dining area as scheduled under direct observation	In cell or housing unit dining area as directed by institutional policy.

HOSPITAL SUPERVISION (COMMUNITY)	Inmates classified trustee and direct may be supervised with a ratio of 1 officer to 5 inmates weapons not required. Minimum restricted through maximum custody inmates shall be supervised by a minimum of 2 officers with weapons available. Wardens/Superintendent may waive the requirement for 2 officers in cases mutually agreed upon by the Warden/Superintendent and Assistant Commissioner of Prisons. Leg restraints shall be used for all inmates with a custody level of minimum restricted and higher, unless medically contraindicated. Leg restraints used to attach an inmates leg to a bed shall not be removed until both legs are placed in leg restraints, unless medically contraindicated. Post assignment schedule for routinely used secure hospital facilities shall not be altered by the above. Wardens/Superintendent may increase supervision standards based upon need and risk factors. Inmates being transported to the hospital via Life Flight shall be accompanied by TDOC staff, depending on availability of space on the aircraft. The closest institution shall be notified of the Life Flight activity and provide security for the inmate. If staff is not immediately available, THP and/or local law enforcement shall be notified and requested to provide security until the nearest TDOC staff is dispatched and in place.
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CUSTODY SUPERVISION GUIDELINES CONT.

NOTES:

Sex offenders are not allowed worksite movement, supervised or unsupervised, into the community (except for job assignments to TRICOR or a TRICOR facility)

The mandates of controlled movement, as defined in TDOC #506.13.1, are applicable for all security levels.

*Movement within the institution but off the inmates housing unit pod requires full restraints (cuffs with covers, leg restraints and waist chain) and two officer escort



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.06

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Effective Date: March 15, 2018

Distribution: B

Supersedes: 506.06 (7/15/16)
PCN 16-34 (12/15/16)

Approved by: Tony Parker

Subject: SEARCHES

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 41-1-102, TCA 39-16-201, TCA 39-17-1313, TCA 39-17-1359, and Prison Rape Elimination Act of 2003 standards 115.5 and 115.15(e).
- II. PURPOSE: To standardize approved methods for Tennessee Department of Correction (TDOC) staff to search visitors, employees, inmates, inmate housing units, and other areas of the facility.
- III. APPLICATION: To employees of TDOC institutions, transition centers, employees of Tennessee Rehabilitative Initiative in Correction (TRICOR), employees of privately managed facilities, and inmates.
- IV. DEFINITIONS:
 - A. Body Cavity: An internal part of the body, i.e., anus, vagina, ears, nose, or mouth.
 - B. Body Orifice Security Scanner (BOSS): A fast, non-intrusive, high sensitivity detector designed to detect metal objects hidden in body cavities.
 - C. Cell Sense Cellular Telephone Detector: A fast, non-intrusive, high sensitivity detector designed to perform full body scans with a single walk by for the detection of cellular telephones indicating the presence of a cellular telephone, whether switched on or off.
 - D. Contraband: Any item not permitted by law or expressly prohibited by TDOC or institutional policy.
 - E. Contract Monitor of Compliance (CMC): TDOC employee(s) authorized by the Commissioner to monitor contract compliance at privately managed facilities.
 - F. Contract Monitor of Operations (CMO): TDOC employee(s) authorized by the Commissioner to serve as the approving authority for specific actions occurring at privately managed facilities. In the absence of the CMO, the contract monitor of compliance (CMC) assigned to that facility will serve that function. In the absence of both the CMO and CMC at privately managed facilities, the necessary notification/request for authorization will be made by telephone to the CA. If the CMO is not reachable via phone, the CMC will be contacted. If both the CMO and CMC are unavailable by telephone, the CA shall be contacted for required authorizations or notifications.
 - G. Drug Search by K-9: A periodic search of cells, property, and vehicles for contraband drugs utilizing dogs that are specially trained to detect controlled substances.
 - H. Dry Cell: A room equipped with bed, lighting, and proper ventilation which will prevent the disposal of waste material or contraband.
 - I. Employees: For purposes of this policy, individuals who are on the payroll of the institution, including TRICOR, or individuals contracted to provide services for that institution.

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- J. Frisk Search: A pat search in which an individual is not required to remove clothing.
- K. Institutional Search: An unannounced, thorough search of prison areas (grounds, buildings, and inmates) in an effort to uncover any contraband items.
- L. Probable Cause: Where specific observable facts or trustworthy information from a reliable source leads a reasonably prudent and cautious person to conclude that a crime has been or is being committed.
- M. Official Visitors: TDOC/TRICOR employees from work sites other than the institution, law enforcement officials, visiting dignitaries, etc.
- N. Random Selection: A sample taken from the total population so that each member has an equal chance of being selected.
- O. Reasonable Suspicion: Knowledge, based on specific objective facts and rational inferences drawn from those facts considering the totality of the circumstances, which would cause a prudent and cautious person to believe a particular individual at a particular time is concealing contraband in the particular place to be searched.
- P. Room or Area Search: A thorough inspection of a housing unit, cell(s), room(s), or any other area, and of all items and furniture therein. Vehicles of employees and visitors are subject to search.
- Q. Strip Search: An examination of an individual's unclothed body for weapons and contraband, and a thorough search of all of the individual's clothing while it is not being worn.
- R. Transgender: For purposes of this policy only, a term describing persons whose gender identity and/or expression do not conform to the gender roles assigned to them at birth.
- S. Transsexual: A person who strongly identifies with the opposite gender and may seek to live as a member of this gender especially by undergoing surgery and hormone therapy to obtain the necessary physical appearance.
- T. Visitors: Persons other than TDOC employees or inmates, including vendors and volunteers, who seek to enter the gates or grounds of the institution.
- U. Visual Body Cavity Search: A visual inspection of body cavities which excludes touching the recipient, either personally or with instruments.
- V. POLICY: Searches of visitors, volunteers, employees, inmates, inmate housing units, and other areas of the facility shall be conducted in accordance with the procedures set forth below and in a manner which will avoid unnecessary force, embarrassment, or indignity to those whose person and/or belongings are being searched.
- VI. PROCEDURES:
 - A. Posting

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1. Each Warden/Superintendent shall have signs in English and Spanish posted conspicuously at all entrance roads to institutional grounds and at all checkpoint and vehicular gate entrances to advise visitors to the institution that:

- a. All persons and property are subject to search.
- b. Drugs, alcohol, explosives, and edged weapons are prohibited.

Pursuant to TCA 39-17-1313, the holder of a valid handgun carry permit recognized in Tennessee may transport and store a firearm or firearm ammunition in the permit holder's motor vehicle, while on or utilizing any public or private parking area if:

- (1) The permit holder's secured vehicle is parked in a location where it is permitted to be; and
- (2) The firearm or ammunition being transported or stored in the vehicle:
 - (a) Is kept from ordinary observation if the permit holder is in the motor vehicle; or
 - (b) Is kept from ordinary observation and locked within the trunk, glove box, or interior of the person's motor vehicle or a container securely affixed to such vehicle if the permit holder is not in the vehicle.

c. Weapons/ammunition found to be unsecured in vehicles shall subject the permit holder to have his/her visiting privileges suspended.

2. Each Warden/Superintendent shall have signs posted conspicuously at all visitor search points advising visitors to the institution that refusal of a search shall result in a suspension of his/her visitation privileges at any TDOC institution.

3. In addition to the above, all existing TDOC facilities and all new TDOC facilities opened after July 1, 2000, must post a sign at all public entrances to TDOC buildings, premises, and property which reads as follows:

"Pursuant to TCA 39-17-1359, the Tennessee Department of Correction has banned weapons within buildings. Failure to comply with this prohibition is punishable as a criminal act under state law and may subject the violator to a fine of not more than \$500."

4. Inmates shall be advised of the institutional policy on searches during orientation and by means of the institutional inmate handbook.

B. The Warden/Superintendent of each facility shall develop and implement written procedures for the utilization of the Cell Sense cellular telephone detector for the prevention and detection of cellular telephones into TDOC facilities. It shall be utilized at any time at the discretion of the Warden/Superintendent/designee. Members of the Office of Investigations and Compliance (OIC) Special Operations may deploy the Cell Sense cellular telephone detector while on assignment as governed by OIC protocol.

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- C. The Warden/Superintendent of each facility shall develop and implement written procedures for the utilization of the BOSS chair for the prevention and detection of cell phones, knives, and unauthorized metallic contraband in TDOC facilities. It shall be utilized at any time at the discretion of the Warden/Superintendent/designee. Members of OIC may deploy the BOSS chair while on assignment as governed by OIC protocol.
- D. Frisk searches of visitors, volunteers, employees, and inmates shall be conducted by designated staff who have received proper training in search procedures.
- E. All persons (employees, visitors, inmates) and their property on the grounds of any TDOC facility shall be subject to a search by the canine team using a barrier screen. Failure to consent to a search will limit that person's ability to access the facility/facility grounds. The shift supervisor will be notified immediately following a refusal to consent to a search. Searches of this type shall be conducted as outlined in Policy #506.18.
- F. Frequent unannounced searches of inmates, inmate quarters, and all other areas of the facility shall be conducted as often as necessary in order to ensure the safety of the inmate population and security of the facility. Times and patterns of the searches shall vary, but shall be conducted semi-annually at a minimum.
- G. Searching Visitors:
 - 1. There shall be no cross-gender searches of visitors. See Section VI.(I) regarding searches of transgender and transsexual visitors.
 - 2. No forcible searches shall be conducted. Searches of children may only be conducted in the presence of the child's parent or guardian. Any visitor who refuses to submit to any search shall be denied admittance and ordered to leave state property.
 - 3. Any visitor who refuses to submit to an authorized search shall not be forcibly detained. However, if probable cause exists that the individual has illegal item(s) in their possession, efforts shall be made to detain the individual. If unable to detain the individual without using force, vital information such as names, address, phone number, automobile make and model, description, and license plate number and state of issue should be obtained and recorded. This information shall be passed on to the officer in charge, who in turn will notify local law enforcement authorities.
 - 4. A written memorandum detailing the visitor's refusal shall be prepared by the staff member who is involved and forwarded to the Warden.
 - 5. Visitors who refuse to be searched shall have their visitation privileges suspended. Documentation of the refusal to be searched shall also be recorded in the offender management system (OMS) conversation LCDG, contact code VIRC.
 - 6. All institutions (See Policy #506.01) shall be equipped with metal detectors (either walk-through or hand-held) at all visitor checkpoints.
 - a. Each visitor must be processed with the metal detector.

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- b. Anyone failing to clear a walk-through metal detector will be subjected to a closer screening by a hand-held metal detector. Failure to pass the localized search will require the individual to produce or otherwise identify the item causing the metal detector to react.
- 7. A frisk search shall be conducted on all visitors, including vendors, entering the perimeter of a secure institution.
- 8. Strip and visual body cavity searches of visitors require the prior approval of the Warden/Superintendent/designee based upon a finding of reasonable suspicion. The approved Authorization for Search, CR-2156, shall be completed by the staff member designated to conduct the search and returned to the Warden/Superintendent for filing. A copy will be provided for the person being searched.
 - a. Visitors may be required to replace their feminine hygiene products in the presence of institutional staff only if there exists individualized reasonable suspicion to prove that contraband is being brought in.
 - b. Local policy may dictate non-contact visitation as an alternative option when a feminine hygiene product is detected. (See Policy #507.01.1)

H. Searching Employees:

- 1. All employees and official visitors entering an institution shall be frisk searches unless a directive is received from the Warden/Superintendent/designee.
- 2. There shall be no cross-gender searches of employees. See Section VI.(I) regarding searches of transgender and transsexual employees.
- 3. No forcible searches shall be conducted. Any employee who refuses to submit to a frisk search shall be subject to disciplinary action up to and including termination.
- 4. If an employee refuses to submit to any type of search and there is reasonable suspicion to believe that the employee may be concealing contraband, the employee may not be detained without his/her consent unless by a law enforcement official; however, he/she may be terminated for refusing to submit to a search.
- 5. A written memorandum detailing the staff's refusal shall be prepared by the searching staff members involved and forwarded to the supervisor and the Warden.
- 6. All inmates entering a secure perimeter will be strip searched. Strip searches and visual body cavity searches may be authorized by the Warden on a routine basis for all inmates participating in certain activities, including but not limited to the following:
 - a. Visitation
 - b. Work Details
 - c. Parole Boards

Subject: SEARCHES

d. Institutional Lockdowns

Institutional policy and post orders shall stipulate areas and activities where routine strip searches and/or visual body cavity searches will occur. An Authorization for Search, CR-2156, is not required in such instances. Strip searches/visual body cavity searches based upon reasonable suspicion require that CR-2156 be completed by the Warden/Superintendent/designee

7. All institutions (See Policy # 506.01) shall be equipped with metal detectors (either walk-through or hand-held) at all checkpoints.
 - a. Each staff member must be processed with the metal detector.
 - b. Anyone failing to clear a walk-through metal detector will be subjected to a closer screening by a hand-held metal detector. Failure to pass the localized search will require the individual to produce or otherwise identify the item causing the metal detector to react.

Strip and visual body cavity searches of staff require the prior approval of the Warden/Superintendent or Assistant Commissioner of Prisons based upon a finding of reasonable suspicion. The approved CR-2156 shall be completed by the staff member designated to conduct the search and returned to the Warden/Superintendent for filing. A copy will be provided to the person being searched. Staff may be required to replace their feminine hygiene products in the presence of searching staff only if there exists individualized reasonable suspicion to prove that contraband is being brought in.

8. Prior to conducting a strip or visual body cavity search of an employee, the specific objective facts forming the basis of the reasonable suspicion finding shall be disclosed to the employee.

I. Searching Inmates:

1. Female correctional officers may frisk search inmates of both genders. Male correctional officers may frisk search only male inmates. Strip searches will only be conducted by staff members of the same gender. See Section VI.(I) regarding searches of transgender and transsexual inmates.
2. All inmates are subject to search at any time by institutional staff. No inmate will be searched solely for the purpose of determining the inmate's gender.
3. All inmates designated as minimum custody or above shall be thoroughly searched whenever they have occasion to enter or leave a more secure area of the institution.
4. Inmates refusing a search of any type shall be charged with a disciplinary infraction for refusing a direct order. They may be forcibly frisked and strip searched upon prior approval of the Warden/Superintendent/designee and/or the CMO at privately managed facilities.
5. The Warden/Superintendent shall determine areas within the facility in which inmates will be required to process through a metal detection screening.

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6. Strip searches and visual body cavity searches may be authorized by the Warden on a routine basis for all inmates participating in certain activities, including but not limited to returning from pass or furlough, transportation runs, transfers, visiting, work details, institutional lockdowns, etc. Institutional policy/post orders should stipulate areas/activities where routine strip and/or visual body cavity searches will occur. CR-2156 is not required in such instances. Strip/visual body cavity searches based on reasonable suspicion/probable cause require CR-2156 be completed by the Warden/Superintendent/designee.
7. Inmates suspected of hiding contraband in a body cavity or who refuse to undergo a visual body cavity search may be temporarily housed in a "dry cell" subject to the following conditions:
 - a. Confinement is ordered by the Warden/Superintendent/designee (no lower than shift supervisor) based upon reasonable suspicion
 - b. A thorough search of the cell is conducted prior to placement of the inmate
 - c. Inmate is provided with toilet articles, clothing, bedding, etc.
 - d. Inmate is provided with a means of collecting body excretion
 - e. Constant observation of the inmates is conducted by staff
 - f. Confinement to be continued longer than 72 hours must be reviewed and authorized by the Warden/Superintendent and the CMO shall be notified at privately managed facilities.
 - g. The health, hygiene, and exercise requirements outlined in Policy #506.16 shall be followed.
 - h. A Segregation Unit Record Sheet, CR-2857, shall be completed for each inmate held in a dry cell. (See Policy #506.16 for sample of form)
8. Inmates will be placed in a dry cell rather than be subjected to a manual body cavity search.

J. Searching Transgender and Transsexual Individuals

1. If there is no doubt as to the gender of a person or there is no reason to suspect the person is not the gender that they appear, they should be searched in accordance with policy mandates stated herein as they relate to that gender.
2. If there is uncertainty as to a person's gender, the responsible officer shall use best judgment as to how the person presents, as male or female, and shall arrange for an officer of that gender to conduct the search. If the subject of the search then objects on the basis of gender, an officer of the person's apparently preferred gender shall conduct the search.

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3. Officers should always address people according to the gender role in which they present themselves. Despite possible challenges to their own beliefs and attitudes, officers shall consistently maintain a professional and dignified manner in interacting with the individual.

K. Searches of Inmate, Visitor, or Employee Personal Property:

1. Any item in the immediate possession of an inmate, visitor, or employee at the time he/she is searched shall also be searched. This applies to all types of searches.
 - a. Written documents should be sorted to detect contraband, but shall not be read. Walk-through and hand-held metal detector use does not constitute a search for this purpose.
 - b. A visitor or employee's wallet, purse, or briefcase should not be handled by the searcher, but shall be opened completely and its contents displayed by the owner/bearer. Inmate visitors' purses and wallets shall be secured in lockers provided for visitors.
 - c. X-ray machines can be utilized to scan packages and personal property.
2. Vehicles driven by visitors or employees shall be searched as authorized by the routine plan developed by the Warden/Superintendent in charge of the institution or based on reasonable suspicion. If the driver refuses to have the vehicle searched, the matter shall be handled as it would be if he/she refused a personal strip search or visual body cavity search.
 - a. An organized vehicle search shall be conducted no less frequently than once per quarter.
 - b. Vehicle searches can be conducted anytime to include holidays.
 - c. When possible, searches should be a coordinated effort between the institution, the OIC Division, and other law enforcement agencies. Tennessee Highway Patrol, Sheriff's Department, and TDOC drug dogs will be utilized when available.
 - d. The results of the search shall be reported on OMS conversation LIBJ and in the institution's quarterly report. A free text report shall be made to the Assistant Commissioner of Prisons on OMS conversation LSWA advising of the search, the number of arrests, and items confiscated as a result of the search.
 - e. The Warden/Superintendent shall determine whether the vehicle search will include the vehicles of employees. An unannounced employee vehicle search will be conducted at least annually.
3. One employee may conduct searches of housing units and cells/rooms. The inmate is not required to be present at the time the search is conducted.

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- a. There shall be a complete search and inspection of each vacant room/cell/bed before it is occupied by a new inmate. This shall be accomplished by searching the bed, mattress, and pillow. Along with the search, the mattress and pillow shall be examined to ensure they are in good condition, and the bed shall be examined for damage. All components of the cell/bed/room shall be sanitized before admitting another inmate. The Warden/Superintendent/Designee shall ensure that all cell search requests and results are entered into the OMS conversation LIBQ, Cell Search Request and LIBR, Cell Search Results.
 - b. There shall be a complete search and inspection of each room/cell before it is occupied by a new inmate. The Warden/Superintendent of each facility shall develop and implement written procedures for all searched cells to be entered at the time of each move on OMS conversation LIBQ, Cell Search Request, and LIBR, Cell Search Results. All post orders should reference procedures to be used for searching and documenting the search and results.
 - c. The Warden/Superintendent/Designee shall identify the number of occupied cells/rooms that are to be searched. The cell search request shall be entered on OMS conversation LIBQ. The employee designated to conduct the search shall enter the Cell Search Results on OMS conversation LIBR within 48 hours of completing the search.
4. Property, supplies, goods, and food stocks delivered to the institution shall be searched for contraband prior to entering the confines of the institution. All vehicles entering the institution compound shall be searched. (See Policy #506.05)
- L. All parts of the institution shall be subjected to an institutional search during each calendar year. Searches (length and number of buildings) shall be coordinated through and approved by the Assistant Commissioner of Prisons.
- M. Disposition of Contraband:
1. Any inmate possessing contraband shall be subject to disciplinary action. Possession of illegal items which have some legal penalty attached may also result in prosecution in a court of law.
 2. If contraband is found in the possession of a visitor, the contraband shall be confiscated and the visitor may be detained for local law enforcement officials and possible felony prosecution as per TCA 39-16-201. If the visitor refuses to be detained, force shall not be used. Vital information such as name, address, phone number, automobile make and model, description, and license plate number and state of issue should be obtained and recorded. This information shall be passed on to the officer in charge, who in turn will notify local law enforcement authorities. An incident report shall be submitted. (See Policy #103.02)
 3. Employees found possessing contraband shall be subject to disciplinary action up to and including termination. Those in possession of illegal items shall be subject to arrest and prosecution.

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4. All detected contraband shall be handled in accordance with Policy #506.15.

N. Records:

1. The Warden/Superintendent shall maintain a file record of all submitted CR-2156 forms.

2. The Warden/Superintendent/Designee shall further maintain incident reports, ledgers, memorandums, etc., submitted by the searching employee, regarding the patterns, frequency, and types of searches conducted of housing units, grounds, and buildings.

O. The Warden/Superintendent shall develop institutional policy which establishes procedures for conducting searches of all persons entering and leaving the institution. This policy shall be reviewed annually.

VII. ACA STANDARDS: 4-4192, 4-4193, 4-4194, 4-4281, 4-4282, and 4-4503.

VIII. EXPIRATION DATE: March 15, 2021.



TENNESSEE DEPARTMENT OF CORRECTION
AUTHORIZATION FOR SEARCH

INSTITUTION

Date of Search: _____ Location: _____

Type of Search:

_____ Strip/Visual Cavity _____ Personal Vehicle

Subject of Search: _____
(Name of Person)

_____ Visitor Address _____

_____ Employee Address: _____

_____ Inmate TDOC Number: _____

_____ is hereby authorized to conduct the above specified
(Name of Officer/Position)

search of the named subject, I have been informed and believe there is good cause based in the following:

_____ to authorize that the search be conducted for the purpose of detecting contraband.

Signature of Warden / Designee

Position

Date

I understand that an authorization has been issued to conduct a _____ search
(strip/visual cavity/vehicle)

I hereby:

_____ Consent to the above described search

_____ Refuse to consent

Visitors who refuse to submit to a strip, visual cavity or personal vehicle search shall be advised that their refusal shall result in the termination of the intended visit and may result in the suspension of future visits at any TDOC institution.

Signature of Visitor

Witness

Witness

 <p style="text-align: center;"> ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction </p>	Index #: 506.06	Page 1 of 1
	Effective Date: November 1, 2019	
	Distribution: B	
	Supersedes: N/A	
Approved by: Tony Parker		
Subject: SEARCHES		

POLICY CHANGE NOTICE 19-74

INSTRUCTIONS:

Please add the following to Section VI.(I) to read as follows:

- “9. When transporting any inmate who is under sentence of death or an inmate who has a commissioner’s or intelligence alert the following steps will be followed.
- a. Body search and clothing on person
 1. Prior to transporting, the inmate will be brought to intake and the following steps taken;
 - (a) Strip searched according to proper procedures and given a different set of clothing, to include undergarments. Shoes will be thoroughly searched and x-rayed.
 - (b) Inmate shall be placed in the boss chair for examination and screened with cell sense tower if available.
 - (c) Clothes taken from the offender will be thoroughly searched, cleaned and then stored for reissuance to the offender when he/she returns to the facility or shipped with the offender.
 2. Upon return from transport (regardless of length of time from the facility) the offender will be brought to intake and the following steps taken
 - (a) Strip searched according to proper procedures and placed back into the stored set of clothing – shoes are to be searched and x-rayed.
 - (b) Inmate will again be placed in the boss chair for examination and screened with cell sense tower where available.
 - (c) Clothes used during transportation will be taken from the inmate; the clothes will be thoroughly searched and then forwarded to property for normal processing and return to service for other offenders.
 - b. Search of Personal Property: Anytime an offender is leaving the facility, his personal property will be:
 1. Retrieved, inventoried, and searched
 2. If property is not being transferred with the offender, it shall be stored in the designated property storage room.
 3. If property is being transferred with the offender, it shall be secured as per Policy #504.02.
 4. Required procedures as it relates to OMS entries and property accountability will be completed.
 - c. All of the above activities will be documented in the respective log(s). i.e. property, intake and housing unit of departure”.

Please remove the current page 11 dated March 15, 2018, and insert the attached page 11 dated November 1, 2019.



TENNESSEE DEPARTMENT OF CORRECTION
AUTHORIZATION FOR SEARCH

INSTITUTION

Date of Search: _____ Location: _____

Type of Search:

_____ Strip/Visual Cavity _____ Personal Vehicle

Subject of Search: _____
(Name of Person)

_____ Visitor Address _____

_____ Employee Address: _____

_____ Inmate TDOC ID: _____

_____ is hereby authorized to conduct the above specified
(Name of Officer/Position)

search of the named subject, I have been informed and believe there is good cause based in the following:

_____ to authorize that the search be conducted for the purpose of detecting contraband.

Signature of Warden/Superintendent/Designee

Position Date

I understand that an authorization has been issued to conduct a _____ search
(strip/visual cavity/vehicle)

I hereby:

_____ Consent to the above described search _____ Refuse to consent

Visitors who refuse to submit to a strip/visual cavity or personal vehicle search shall be advised that their refusal shall result in the termination of the intended visit and may result in the suspension of future visits at any TDOC institution.

Signature of Visitor

Witness

Witness

 <p style="text-align: center;"> ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction </p>	Index #: 506.06	Page 1 of 1
	Effective Date: July 26, 2018	
	Distribution: B	
	Supersedes: N/A	
Approved by: Tony Parker		
Subject: SEARCHES		

POLICY CHANGE NOTICE 18-43

INSTRUCTIONS:

Please change Section VI.(G)(1) to read as follows:

- “1. There shall be no cross-gender searches of visitors. See Section VI.(J) regarding searches of transgender and transsexual visitors”.

Please change Section VI.(H)(2) to read as follows:

- “2. There shall be no cross-gender searches of employees. See Section VI.(J) regarding searches of transgender and transsexual employees.

Please change Section VI.(I)(1) to read as follows:

- “1. Female correctional officers may frisk search inmates of both genders. Male correctional officers may frisk search only male inmates. Strip searches will only be conducted by staff members of the same gender. See Section VI.(J) regarding searches of transgender and transsexual inmates”.

In instances throughout the policy where the phrase “Warden” appears alone, add the phrase “/Superintendent” afterwards.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.09

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Effective Date: April 1, 2019

Distribution: B

Supersedes: 506.09 (1/15/16)
PCN 18-33 (6/1/18)
PCN 18-28 (5/8/18)
PCN 17-59 (10/20/17)

Approved by: Tony Parker

Subject: STANDARD FIREARMS QUALIFICATION TRAINING

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA 4-3-609.
- II. PURPOSE: To establish procedures for the initial and subsequent annual firearms qualification training required to certify employee proficiency in the safe and appropriate use of departmental firearms specified as standard issue to assigned personnel in the performance of their duties.
- III. APPLICATION: All institutional correctional officers (regardless of tenure or rank), Community Supervision (CS) commissioned employees (regardless of tenure or rank), commissioned employees, and non-security personnel, except Investigative Unit Special Agents and authorized Office of Investigations and Compliance (OIC) members, who are trained in the use of weapons.
- IV. DEFINITIONS:
 - A. Certified Instructor: A Tennessee Department of Correction (TDOC) employee with certification from the Academy's TDOC firearms instructor program or an instructor from a police firearms instructor training program which has been conducted or sanctioned by the FBI, the National Rifle Association (NRA), or other reputable law enforcement training agencies.
 - B. Commissioned Employee: Pursuant to the Commissioner of TDOC's authority under TCA-4-3-609 an employee designated and vested with the power and authority of a law enforcement officer in conducting assigned duties by the Commissioner.
 - C. Double-Action Firing: Initiating the firing sequence of the standard service revolver through the application of gradually increasing trigger pressure, thus causing a rearward movement of the hammer through its release point, resulting in hammerfall and the firing pin striking of the cartridge primer and subsequent detonation of the round.
 - D. Firing for Effect: An application of deadly force techniques requiring that an informed judgment, based upon departmental policy and procedure, be made by the shooter as the situation at hand is assessed. Firing for effect might very well involve the full spectrum of deadly force responses ranging from shooting to wound or disable to center-mass shooting techniques, as warranted.
 - E. Full Course Attempt/Per Day: Consists of three repetitions of each qualification course (QC-38, QC-223, QC-12, QC-40).
 - F. In-Service Tenured (for purpose of this policy only) Employee: An employee (regardless of rank) who has successfully completed his/her initial probationary period.
 - G. Institutional/CS Training Coordinator: A departmental employee, appointed by the Warden/Superintendent/District Director, who is charged with coordinating institutional/CS staff training needs and maintaining compliance with departmental standards.

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Subject: STANDARD FIREARMS QUALIFICATION TRAINING		

- H. Instructor Trainer: A Tennessee Correction Academy (TCA) instructor or an instructor with certification from a police firearms instructor training program conducted or sanctioned by the FBI, the National Rifle Association (NRA), or other reputable law enforcement training agencies.
- I. Point Shoulder/Isosceles Stance: A firing position in which the shooter's body is placed parallel to the target. The weapon is raised in a two-handed grip to a position directly in front of the shooter's body at eye-level with the arms extended.
- J. Pre-Service Employee: A newly-hired employee whose continued employment is contingent upon the successful completion of the pre-service training program.
- K. Speed Loader: A device utilized to quickly load ammunition into the revolver cylinder by a simple twist or push of the mechanism.
- L. Standard Issue Firearms: A departmentally sanctioned and issued weapon loaded with type-approved ammunition which, when routinely carried by trained and duly authorized personnel, forms the basis for institutional perimeter integrity and/or individual protection. Specifically, these weapons are:
 - 1. .38 Caliber Double-Action Service Revolver
 - 2. 12-Gauge Pump-Action or Semi-Automatic Shotgun with a minimum 18-inch barrel.
 - 3. .40 Caliber Semi-Automatic Pistol
- V. POLICY: All departmental correctional officers (regardless of tenure or rank), and Community Supervision commissioned employees (regardless of tenure or rank), must successfully complete the standard firearms qualification training component of the appropriate initial pre-service or annual in-service training programs as a condition of continued employment in the job classification specified above.
- VI. PROCEDURES:
 - A. Firearms qualification training for Investigative Unit Special Agents (IU) commissioned Special Agents and authorized OIC members shall be governed by (OIC) Operational Protocols #001, #002, #003 and TCA 4-3-609. These above staff who fail to requalify shall be governed by the above referenced Protocols and in accordance with TCA 4-3-609. Any other individual who has been commissioned, excluding correctional officers, probation and parole officers, and OIC staff identified above, who fail to requalify shall lose their commission until such time they successfully requalify.
 - B. Commissioner and employees designated by the Commissioner who have completed the required training shall be issued the semi-automatic pistol with three magazines for ammunition. All full-time transportation officers must maintain the standard firearms qualification for all weapons. Special Agents of the IU shall be issued the semi-automatic pistol and the M-4 Rifle. Any employee who is assigned transportation duties and is not classified as a full-time transportation officer will be issued a .38 revolver, with 18 rounds of 125 grain jacketed hollow point +P ammunition.

Subject: STANDARD FIREARMS QUALIFICATION TRAINING

- C. Employees shall use only equipment that has been issued by TDOC or approved by the TDOC Commissioner while on duty or during qualification.
- D. Initial firearms qualification for all employees shall include a minimum of 13 hours of initial classroom training, directly supervised by a certified instructor, prior to firing any live ammunition during the initial qualification attempt. This classroom training shall include:
1. Statutory and Department Authorizations Governing Deadly Force:
 - a. Justifications for employing deadly force
 - b. Constraints against employing deadly force
 - c. Liabilities incurred in the misuse of deadly force
 - d. Firearms training and certification criteria
 - e. Firearms issuance and control procedures
 2. Safety Considerations:
 - a. Firearms nomenclature and operational characteristics
 - b. Weapons handling procedures
 - c. Range safety regulations
 - d. Weapons retention
 3. Marksmanship Fundamentals:
 - a. Stance and position
 - b. Hand placement
 - c. Sight alignment
 - d. Breath control
 - e. Trigger squeeze
 - f. Sight picture
 4. Firearms Maintenance:
 - a. Common malfunctions/remedies
 - b. Cleaning techniques
 - c. Authorized repair procedures
 - d. Storage
- E. Pre-service employee comprehension of this classroom instruction shall be assessed by written examination. Employees who fail to meet the minimum acceptable examination score of 80% on the initial written examination are required to complete remedial study. Remedial study prior to official re-testing should consist of the following:
1. The employee is notified of the testing failure.
 2. An individual coaching session is scheduled to address any deficits identified in the standardized testing.

Subject: STANDARD FIREARMS QUALIFICATION TRAINING

3. A certified instructor will meet one on one with the employee to review and provide additional instruction as needed to address any lack of understanding or comprehension of the employee that may include proper technique, mechanics, safety, policy, or procedure to the point of full understanding by the employee.
 4. Following remedial instruction the employee will be allowed to re-test to demonstrate understanding and comprehension.
 5. The employee must obtain a minimum acceptable score of 80%.
 6. Alternate testing can be completed by a reorganization of the prior testing questions based on the original test or alternate similar test that has been reviewed during the remedial study.
 7. Upon successful completion of testing each employee will be allowed to proceed with the range qualification process having successfully tested.
 8. It is incumbent on the instructor to ensure all efforts have been made to work with the employee to gain full understanding of the firearms qualification process.
- F. Each newly-hired correctional officer/employee enrolled in the initial firearms qualification course shall be afforded the opportunity to participate in a non-scored firearms familiarization exercise under the direct supervision of a qualified instructor prior to his/her initial recorded qualification attempt. Any firing of a weapon by pre-service employees at the institutional firing range prior to qualification attempts will be preceded by required classroom training with a qualified instructor regarding weapons familiarization. The course will include all items in Section VI. (D)(2) and (3) above.
- G. Upon completion of the firearms familiarization exercise, each pre-service employee shall be required to demonstrate his/her proficiency in the use of each standard-issue firearm by shooting a minimum acceptable qualification score of 80% of the maximum possible score awarded for each weapon utilizing standard issue ammunition. These certification courses (QC-38 and QC-12 or QC-40) shall be directly supervised by a certified instructor and shall not exceed one full-course attempt per employee/weapon on the initial qualification/certification attempt.
- H. Pre-service employees who fail to attain a minimum acceptable qualification score with a particular weapon upon their initial qualification attempt shall be afforded the opportunity to fire a second, and if necessary a third, standard firearms qualification course utilizing that weapon. These courses (if required) shall be conducted on separate days and shall not exceed two successive full-course attempts per employee/weapon per day.
- I. The TCA Superintendent/Training Specialist will provide written notification to the Warden, Superintendent, or District Director of all pre-service/in-service employees who fail to successfully complete the standard firearms qualification training which includes the written examination and demonstrated weapon proficiency. Failure to successfully complete this requirement will result in Basic Correctional Officer Training (BCOT) employees receiving notification. Failure to successfully complete this requirement for Basic Probation/Parole Officer Training (BPOT) staff will result in termination of employment for Community Supervision pre-service employees.

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- J. Each in-service employee shall receive classroom training, conducted by a certified firearms instructor, prior to his/her inclusion in any live ammunition exercise or qualification attempt. Qualifying requirements for in-service employees shall be the same as for pre-service employees. In-service employees must attain an 80% passing score on the written examination before any live fire qualification attempts are made. This training shall include all of the material specified in Section VI.(D)(1-4) offered to pre-service employees.
- K. Each in-service employee shall be afforded the opportunity to participate in a non-scored firearms familiarization exercise, under the direct supervision of a certified instructor, as an integral part of (and prior to) his/her annual qualification attempt. The appropriate practice exercise (PC-38, PC-12, PC-40) shall be offered once prior to the first scored qualification attempt each firing day.
- L. Each in-service employee shall be required to demonstrate his/her proficiency in the use of each standard-issued firearm for their assigned position by shooting a minimum acceptable qualification score of 80% of the maximum possible score awarded for each weapon. These qualification courses (QC-38, QC-12, QC-40) shall be directly supervised by a certified instructor and shall not exceed more than three successive standard firearms qualification course attempts (One Full Course Attempt).
- M. In-service correctional officers must qualify with all departmental standard issued firearms upon their annual qualification attempt prior to the expiration of their 12 month firearms certification. If the employee's re-qualification cannot be scheduled within the 12 month timeframe, a 90-day grace period for re-qualification may be granted by the Warden/Superintendent or District Director, and the employee will be assigned to work unarmed posts/positions.
- N. All commissioned employees must qualify with his/her assigned firearm(s). All in-service commissioned employees must complete quarterly firearms proficiency sessions following their annual qualification. Quarterly firearms proficiency will include one live ammunition non-recorded firearms qualification course attempt (QC-40) and two one hour judgmental training scenario-based simulator sessions directly supervised by a certified instructor.
- O. All employees in the probation/parole officer series, regardless of rank or tenure, are required to qualify with their assigned weapon. Preferred employees that fail to qualify will have six months in which to successfully complete the requalification course. Failure to meet the qualification requirement will result in the employee being removed from their position for the good of the service.
- P. All employees in the correctional officer series, regardless of rank or tenure, who fail to qualify with any weapon, will have six months in which to successfully complete the qualification course. Failure to do so will result in the employee being removed from their position for the good of the service. Such removal shall be in accordance with the preferred service laws and the Rules of the Tennessee Department of Human Resources (TDOHR).
 - 1. The Department will exert good faith efforts to assist such employees in finding other employment within the department or within state government in order to avoid separation from state service; however, the Department shall not propose placements which violate preferred service laws or TDOHR rules concerning appointments, promotions, demotions, or transfers.

Subject: STANDARD FIREARMS QUALIFICATION TRAINING

2. The employee failing to maintain the required minimum standards shall demonstrate diligence and active participation in the Department's efforts to assist him/her in finding alternate employment. Ultimately, it is the responsibility of the employee, not of the department, to find other employment in a classification that does not require the minimum standard which the employee failed to maintain.
3. Upon notice that a correctional officer/employee has failed to maintain minimum qualification standards, the Warden/Superintendent or District Director shall:
 - a. Notify the employee in writing.
 - b. Inform the employee that he/she will:
 - (1) Be removed from his/her position within six months
 - (2) Be assisted in finding other employment
 - (3) Be primarily responsible for securing his/her own employment, not withstanding the Department's effort to assist him/her
 - (4) Be retained in the position if he/she is able to achieve the minimum qualification score before separation from the position
 - (5) Be allowed to make one full attempt to qualify every 30 days during their period of not being qualified. The Department will provide access and supervision on the range for this purpose
 - (6) Be temporarily assigned to a post/position that does not require the use of a firearm for the applicable period.
 - (7) No longer be allowed to carry or possess department issued weapons and that his/her commission is suspended. The employee's manager will direct issued weapons to be retrieved by the issuing division.
4. Any employee assigned to a position requiring the use of a firearm or is a commissioned staff member, who is convicted of a misdemeanor crime of domestic violence or any felony offense must be immediately assigned to a security post or position that does not require possession of firearms and all department issued firearms must be surrendered. Within 60 days of the assignment, the affected employee must either transfer into a job classification for which the employee qualifies that does not require firearm qualification, or provide written and certified documentation to TDOC that his/her conviction(s) have been expunged or set aside by a court of competent jurisdiction, or that he/she has been pardoned of the offense. Failure to comply with either of the above alternatives, within the time allowed, will result in the dismissal of the employee from state service.

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5. A Warden/Superintendent or District Director may remove the authorization to carry a firearm and/or less lethal weapon when reasonable cause exists. When authorization is revoked, all issued weapons are to be retrieved by the issuing authority.

- Q. Employees who attempt and fail to requalify within six months from the date of their failure to requalify will have their commission suspended upon failure, and will be removed from their position for the good of the service. Such removal shall be in accordance with the preferred service laws and the Rules of the Tennessee Department of Human Resources (TDOHR).
 1. The Department will exert good faith efforts to assist such employees in finding other employment within the department. Questions about available positions can be directed to the TDOC HR Division.
 2. Upon notice that an employee has failed to maintain minimum qualification standards, the District Director shall:
 - a. Notify the employee in writing.
 - b. Inform the employee that he/she will:
 - (1) Be removed from his/her position.
 - (2) Be primarily responsible for securing his/her own employment, notwithstanding the Department's effort to assist him/her.
 - (3) Be retained in the position if able to achieve the minimum qualification score before separation from the position.
 - (4) Be allowed to make one full attempt to qualify as often as once every 30 days, for a total of three attempts, during their period of not being qualified. The Department will provide access and supervision on the range for this purpose.
 - (5) Be temporarily assigned to a post/position that does not require the use of a firearm for the applicable period.
 - (6) No longer be allowed to carry or possess state issued weapons and that their commission is suspended. The employee's District Director shall retrieve the employee's assigned weapon.

Each institution/district will establish a range schedule with no less than one date per month. Employees who are within three to six months of their official annual re-qualification date may request to attend the range for the purpose of participating in a non-scored firearms familiarization exercise under the direct supervision of the range officer.

- R. Only departmentally owned and issued firearms and equipment will be used in the standard firearms qualification training program. Department issued firearms shall not be modified from factory standards, unless approved by the Commissioner or designee.

- S. The use of artificial sighting devices (telescopic sights, lasers or telescopic lens) shall be prohibited, unless approved by the Commissioner or designee.
- T. All correctional officers/employees who qualify with firearms shall be issued an Annual Weapons Qualification Card, CR-2938. This card shall specify firearms qualification scores and shall be valid for a period of 12 months upon issue or until decertified by failure to re-qualify, whichever comes first. The training specialist shall retain a copy of the employee’s certification card in the training files and shall reschedule the employee for annual in-service training on a date which preceded the expiration of the current certification card. The institutional armory officer or district director shall be provided a list of those employees who have qualified.
- U. In instances where in-service employees have a medical doctor’s statement documenting a temporary medical condition that prevents their using a firearm, i.e., pregnancy, broken nose, etc., the employee shall be exempt from this policy with approval of the Warden/Superintendent or District Director for a time not to exceed six months. In instances of pregnancy, the time limit may be extended beyond six months. While exempt from this policy, employees shall not be placed on post or in a position that requires the use of firearm(s).
- V. The initial and annual standard firearms qualification/certification courses shall be as specified herein:

Revolver Qualification Course – QC-38

This course can be run forward or in reverse, it will be run with the use of speed loader devices when instructed and time will begin with a loaded revolver in the holster (hot line)

<u>Fifty (50) rounds, double-action – (total staged time: 9 minutes)</u>			
4 Yards 6 rounds Staged time – 1.0 Minute	7.5 Yards 18 rounds Staged Time – 3.0 minutes	15 Yards 18 rounds, service loading Staged Time – 3.0 minutes	25 Yards 8 rounds, service loading Staged Time – 2 minutes)
6 rounds Standing Strong side Point shoulder stance	18 rounds Standing Strong side Point shoulder stance	18 rounds Standing Strong side Point shoulder stance	4 rounds Standing Strong side Point shoulder stance
			4 rounds Kneeling Strong side

QC-38 (revolver qualification course) is designed as a scored proficiency evaluation utilized in the delivery of initial and annual standard firearms qualification training to assess shooter competency. It is fired using the standard issue .38 caliber service revolver and ammunition. It stresses center-mass shooting techniques in order to evaluate shooter accuracy and to determine point scores for employee certification. It is fired using the standard NRA B-27 police target and is scored as follows:

1. Hits in the 8, 9, 10, and 10X ring will be counted as 5 points each. Hits inside the 7 ring will be counted as 4 points each.
2. Hits outside the 7 ring but within the silhouette will be counted as 3 points each.

3. Maximum points possible: 250
4. Minimum points acceptable: 200

All firing will be commenced upon command and scores will be tabulated, verified, and recorded by a certified instructor.

Shotgun Qualification Course – QC-12

Ten (10) rounds	
25 yards: 5 rounds Rapid Fire/Command Targets	15 yards: 5 rounds Rapid Fire/Command Targets
5 rounds - standing (offhand shoulder combat stance)	5 rounds – standing (hip-fire combat stance)

QC-12 (shotgun qualification course) is designed as a scored proficiency evaluation utilized in the delivery of initial and annual standard firearms qualification training to assess shotgun competency. It is fired using the standard issue 12-gauge shotgun and #4 buckshot service-loaded ammunition. It stresses low body-mass (disable) shooting techniques in order to achieve a non-lethal shot pattern. It shall be fired upon command and in rapid succession in order to simulate multiple-target, deadly force situations. Shots shall be verified by a certified instructor as either hits or misses, with only low-body mass shots counting toward a qualifying score. Each hit per target will be counted as 10 points.

1. Maximum points possible: 100
2. Minimum points acceptable: 80

Semi-Automatic Pistol Qualification Course – QC-40 (Full Time Transportation Officers, Commissioners, others as authorized by the Commissioner, Wardens, LEU Special Agents, and OIC Authorized Members Only):

This course can be run forward or reverse.

<u>50 Rounds- Total time 3 minutes</u>				
4 Yards 2 Magazines of 6 30 Seconds	7 Yards 2 Magazines of 4 30 Seconds	10 Yards 2 Magazines of 6 30 Seconds	15 Yards 2 Magazines of 5 45 Seconds	25 Yards 2 Magazines of 4 45 Seconds
6 rounds Standing Strong side	4 rounds Standing Strong side	12 rounds Standing Strong side Point shoulder stance	5 rounds Standing Strong side	4 rounds Standing Strong side
6 rounds Standing Weak side Point shoulder stance	4 rounds Standing Weak side Point shoulder stance		5 rounds Kneeling Strong side Point shoulder stance	4 rounds Kneeling Strong side Point shoulder stance
12 Rounds total	8 Rounds total	12 Rounds total	10 Rounds total	8 Rounds total

1. Maximum points possible: 250
2. Minimum points acceptable: 200
3. All TDOC employees being issued a semi-automatic pistol must have successfully completed initial qualification conducted by TCA or a site approved by TCA. Any employee who fails their initial qualification will be rescheduled for any subsequent attempts. Annual or semi-annual re-qualification may be completed by the institutional firearms instructors who have successfully completed the pistol transition course and can be conducted at the facility or other TCA approved sites.

Rifle Qualification Course – QC-223 (IU Special Agents and OIC Authorized Members Only):

Ten (10) rounds – (total staged time: 2.5 minutes)
50 yards: 10 rounds – (staged time: 2.5 minutes)
10 rounds – standing (unsupported offhand shoulder stance)

QC-223 (rifle qualification course) is designed as a scored proficiency evaluation utilized in the delivery of initial and annual standard firearms qualification training to assess shooter competency.

It is fired using the M-4 and Mini-14, .223 caliber rifle. It stresses center-mass shooting techniques in order to evaluate shooter accuracy and to determine point scores for employee certification. It is fired using the standard NRA B-27 police target and is scored as follows:

1. Hits in the 8, 9 and 10-X rings shall count as 10 points each
2. Hits outside the 8, 9 and 10-X rings but within the silhouette shall count as 5 points each
3. Maximum points possible: 100
4. Minimum points acceptable: 80

All firing will be commenced upon command and scores will be tabulated, verified, and recorded by a certified instructor.

W. The firearms familiarization exercises shall be specified herein:

Revolver Practice Course – PC-38

Fifteen rounds, double-action		
7.5 Yards 5 rounds, wad-cutter	15 Yards 5 rounds, wad-cutter	25 Yards 5 rounds, wad-cutter
3 rounds – standing (point shoulder stance)	3 rounds – standing (point shoulder stance)	3 rounds – standing (point shoulder stance)
2 rounds – standing (point shoulder stance)	2 rounds – standing (point shoulder stance)	2 rounds – standing (point shoulder stance)

Shotgun Practice Course – PC-12

Two rounds	
25 yards: 1 round	15 yards: 1 round
1 round - standing (Unsupported offhand shoulder stance)	1 round – standing (hip-firing stance)

These practice courses are designed as non-scored firearms familiarization exercises to be fired as part of the regular initial or annual standard firearms qualification training program, or as an institutionally provided firearms familiarization program, offered to maintain shooter proficiency. All firing shall be done on command and firing-for-effect techniques employed. Practice firing courses shall be directly supervised by a certified instructor or instructor trainer at all times.

- X. The practice course for the (PC-40) will be the same as the qualifying course.
 - Y. Each shift commander shall select a group of officers on each shift who will be provided with additional weapons training conducted by a certified weapons instructor. The officers who are selected will be utilized for mobile patrols and for a pool of officers that will be used on outside armed trips, such as hospitals, funerals, fog patrol, and so forth. The Warden/Superintendent will approve these officers based upon experience, maturity, and depth of knowledge relative to weapon safety. All transportation officers will also be required to participate in additional training. The trained, selected officers shall be noted on the daily shift roster.
 - Z. The training referenced in subsection (X) above shall be provided by a certified weapons instructor and completed no less than once per quarter. Each facility will be provided a lesson plan from the Tennessee Correctional Academy. The classroom training will take one hour and will consist of weapon safety, retention, and unloading techniques. Each participant will be required to fire a minimum of fifty rounds with the .38 caliber revolver, ten rounds of 12 gauge, and fifty rounds with the .40 caliber semi-automatic pistol, if qualified. No more than seven officers shall be in one group to allow the armory officer to spend time with each participant as needed. All training will be documented in each employee’s training file.
- VII. ACA STANDARDS: 4-4091, 4-4204, 4-APPFS-3B-01-M, 4-APPFS-3B-03-M, 4-APPFS-3B-04, 4-APPFS-3B-05, and 4-APPFS-22-M.
- VIII. EXPIRATION DATE: April 1, 2022.

Subject: STANDARD FIREARMS QUALIFICATION TRAINING



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
ANNUAL WEAPONS QUALIFICATION CARD

NAME

ISSUE DATE

This certification, upon issuance, shall be valid for a period not to exceed 12 months, or until requalification, whichever comes first.

WEAPON

.223 Caliber Rifle _____
.38 Caliber Revolver _____
12 Gauge Shotgun _____
Semi-Automatic _____
Specialty Impact Munitions _____
Chemical Agents _____

PROGRAM

Standard Qualification _____
Firearms Instructor _____
IU _____
Taser Qualifications _____

CR-2938 (Rev. 8-13)

QUALIFIED INSTRUCTOR

 <p style="text-align: center;"> ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction </p>	Index #: 506.12	Page 1 of 15
	Effective Date: July 15, 2018	
	Distribution: B	
	Supersedes: 506.12 (6/1/15)	
Approved by: Tony Parker		
Subject: ESCAPES		

- I. **AUTHORITY:** TCA 4-3-603, TCA 4-3-606, TCA 39-16-606, TCA 41-21-242, and the current Governor’s Prison Escape Plan (GPEP).
- II. **PURPOSE:** To establish procedures to be followed in the event of an inmate’s escape from custody.
- III. **APPLICATION:** Assistant Commissioner of Prisons, Director of Classification, Director of Strategic Technology Solutions (STS), Director of Communications, Director of Investigation and Compliance, Wardens, Superintendents, institutional employees, and privately managed facilities.
- IV. **DEFINITIONS:**
 - A. **Attempt to Escape:** The clear appearance of an effort to flee or abscond from the confines of the institution, its properties, authorized work locations, and/or the supervision of employees to whom the inmate(s) is officially assigned.
 - B. **Central Communication Center (CCC):** A Tennessee Department of Correction (TDOC) work unit that receives and processes internal critical incident reporting and electronic monitoring and provides other support services for the Department.
 - C. **Central Dispatch Office (CDO):** A function of the office of the Director of Classification Programs which coordinates and schedules the transfer and transportation of inmates, including the return of escapees to TDOC custody.
 - D. **Contract Monitor of Compliance (CMC):** TDOC employee(s) authorized by the Commissioner to monitor contract compliance at privately managed facilities.
 - E. **Contract Monitor of Operations (CMO):** TDOC employee(s) authorized by the Commissioner to serve as the approving authority for specific actions occurring at privately managed facilities. In the absence of the CMO, the CMC assigned to that facility will serve that function. In the absence of both the CMO and CMC at privately managed facilities, the necessary notification/request for authorization will be made by telephone to the correctional administrator (CA). If the CMO is not reachable via phone, the CMC will be contacted. If both the CMO and CMC are unavailable by telephone, the CA shall be contacted for required authorizations or notifications.
 - F. **Emergency Operations Plan (EOP) (Escape):** Institutional plan developed to maximize TDOC resources necessary to recapture escapee(s) and to address the requirements of the Governor’s Prison Escape Plan (GPEP).
 - G. **Escape/Custody:** Having fled or absconded from the confines of an institution, its properties, authorized work location, and/or the supervision of employees to whom the inmate(s) is officially assigned. This includes failure to return from pass/furlough.

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- H. Escape Information Center (EIC): A section of STS responsible for maintaining the assigned count and inmate institutional record (IIR) of escapees absent beyond thirty (30) days and monitoring notifications concerning escapes.
- I. Governor's Prison Escape Plan (GPEP): A multi-agency coordinated plan to ensure appropriate response to notification of an escape from custody of a high risk escapee(s).
- J. High Risk Escape: Any escape that is likely to create a serious risk to public safety.
- K. Inner Perimeter: Area of facility and/or surrounding property specified in the institutional EOP as a primary area of TDOC control during an escape emergency. The inner perimeter is an area identified by the facility in which an effective perimeter may be established in a minimal amount of time to affect the capture of an escaping felon utilizing institutional or support resources. Institutional staff shall designate the inner perimeter based upon available resources and terrain. (An urban facility may establish its inner perimeter very close to the facility due to the location while a rural facility may establish a much larger perimeter.)
- L. National Crime Information Center (NCIC): The computerized criminal information network of the U.S. Department of Justice with TDOC terminal sites at MCCX, TPFW, BCCX, and WTSP.
- M. Office of Investigations and Compliance (OIC): A division within the TDOC that consists of Investigations, Compliance, and Special Operations.
- N. Outer Perimeter: An area of the community designated by the Tennessee Department of Safety and Homeland Security; as a fallback position should it become obvious that an escapee has penetrated the inner perimeter or the scope of a search extends beyond the inner perimeter.
- O. Pen Pack: An official set of TDOC records documents which provide positive identification and conviction/sentencing information of an offender.
- P. Primary Notification: Staff and agencies expected to play a primary role in the deployment of resources and assistance to recapture escapee(s) during the course of the emergency.
- Q. Secondary Notification: Staff and agencies who play a secondary role in the recapture of escapee(s).
- R. Violent Crimes Task Force (VCTF): Joint law enforcement participation by Federal Bureau of Investigation (FBI), Tennessee Bureau of Investigation (TBI), Tennessee Highway Patrol (THP), local law enforcement agencies, and for the purpose of this policy TDOC OIC, whose mission is the apprehension of felony escapees who are under conviction for crimes of violence.
- S. Document Storage and Retrieval System (DSRS): An electronic document repository.
- V. POLICY: The TDOC shall provide for an immediate response to incidents of escape in an effort to effect apprehension of the escapee as soon as possible and to protect the community. The TDOC shall take appropriate disciplinary action upon the escapee's return to TDOC custody.

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VI. PROCEDURES:

- A. Emergency Operations Plan Implementation: Upon confirmation of an escape, the Commissioner/designee shall ensure that the appropriate EOP takes effect.
1. The GPEP may only be activated by the Commissioner of the Department of Correction or designee, when a report of an escape from custody has occurred from a TDOC or CoreCivic managed facility, hereafter referred to as the “breached facility”, under the following conditions:
 - a. The escape involves a death row inmate
 - b. The escape involves a maximum custody inmate or occurs during the transportation of maximum custody inmates between facilities
 - c. The escape involves homicide or serious injury to staff, other inmates, or the public
 - d. There are hostages taken during or following the escape
 - e. Any other escape, which in the judgment of the Commissioner of Correction warrants activation of the plan
 2. The Warden/Superintendent of the breached facility shall immediately notify the Assistant Commissioner of Prisons within 30 minutes of receiving the first indication that an inmate(s) cannot be accounted for.
 3. Within two hours of a confirmed escape, an OIC special agent (OSA) shall be dispatched to the location/region of the escape to conduct an investigation. The OSA shall remain on the case throughout the duration of the escape.
 4. The Assistant Commissioner of Prisons shall subsequently notify the Commissioner to facilitate the decision to implement the GPEP.
 5. The Commissioner will discuss the matter with the representative of the Office of the Governor and notify the Assistant Commissioner of Prisons. Subsequently, the Commissioner will contact the Commissioner of Tennessee Department of Safety and Homeland Security, and the Director of the Tennessee Bureau of Investigation.
 6. Escapes Requiring Activation of the GPEP: The notifying TDOC official shall inform other agencies of the plan’s activation by stating that “THE GOVERNOR’S PRISON ESCAPE PLAN HAS BEEN ACTIVATED”. It may be necessary to initiate a second and subsequent contact with agencies or individuals as more details become known. Necessary information includes pertinent data such as the location of the escape, the number of escapees, any information available on the inmate(s) (including whether or not they are armed, whether or not they have taken hostages, and any other dangers). Once the decision to activate the GPEP has been made by the Commissioner/designee, it shall be the responsibility of the Warden/Superintendent/shift commander to ensure that primary and secondary notifications occur.

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7. Escapes Not Requiring Activation of the GPEP: The Warden/Superintendent or designee shall implement the institutional EOP for escape. In all such cases, OIC and local law enforcement agencies shall be notified by the Warden/Superintendent or designee, but implementation of the GPEP will not routinely occur. The Tennessee Bureau of Investigation (TBI) and other law enforcement agencies statewide shall be notified through NCIC as outlined in Section VI.(B)(4) below.
- B. Notification: An immediate notification is essential to the mobilization of necessary resources and for the protection of the community. The Warden/Superintendent shall make immediate notification in accordance with this policy.
1. A primary notification listing shall be developed by each facility to include those agencies and staff necessary to affect a rapid mobilization of resources. The primary notification shall identify the staff responsible for each notification and must include the following:
 - a. Department of Correction officials
 - (1) Institutional officials to be notified by the shift commander/designee
 - (2) Central Communication Center (CCC) to be notified by the shift commander/designee.
 - (3) Departmental officials to be notified by the CCC:
 - (a) Commissioner
 - (b) Assistant Commissioner of Prisons
 - (c) TDOC Director of OIC
 - (d) TDOC Communications Officer (NOTE: at privately managed facilities, the vice president of communication and/or institutional communication officers shall have the responsibility of contacting the news media after approval has been received from the TDOC Director of Communications. (See Policy #103.04)
 - (e) CMO/CMC at privately managed facilities
 - b. THP District Communications Center in the district where the escape occurred by the shift commander/designee
 - c. Local law enforcement agencies (sheriff/chief of police) by the shift commander/designee

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- d. TBI's TCIC Operator by the shift commander/designee
 - e. Governor or designee by the Commissioner of Correction
 - f. Director of Strategic Technology Solutions (STS)
 - g. Other agencies, organizations, or individuals as outlined in the institutional EOP for escape.
2. A secondary notification listing shall be developed by each facility to include those agencies and staff who play a support role in the recapture of the escapee(s). The secondary notification shall identify the staff responsible for each notification and must include the following:
 - a. The Tennessee Emergency Management Agency (TEMA) by the shift commander/designee. (For escapes which do not require activation of the GPEP, this notification is for information purposes only)
 - b. Other agencies, organizations, or individuals as outlined in the institutional EOP for escape.
 3. Telephone notification shall be made to the sheriff, chief of police, district attorney general for the county where the escape occurred, and the district attorney general for the county of conviction. Notification by fax, e-mail, or telephone shall also be made to the committing court, the victim witness coordinator of the county of conviction, and the TDOC Victim Witness Coordinator. All other interested parties listed on Interested Party/Comments (LPDD) shall also receive telephone notification where possible. Notification shall include details of the escape and all relevant information from the "Face Sheet" application.
 4. Notification by telephone to the TPFW NCIC terminal site Terminal Agency Coordinator (TAC), with an e-mail follow-up, within one hour of the escape to make NCIC entries.
 - a. Immediate temporary wanted entry (ET) for all escapees until local escape warrant is secured
 - b. Be on Lookout (BOLO), Tennessee Area Notification (TA) message to inmate's sentencing jurisdiction and jurisdiction of escape in case of minimum security e.g., walkways, failures to return. (This is to be conducted by staff of the TDOC OIC Division, unless OIC instructs staff of the facility to do so)
 - c. BOLO/TA message statewide and to states with counties bordering Tennessee in cases of escapes from secure institutions. (This is to be conducted by staff of the TDOC OIC Division, unless OIC instructs staff of the facility to do so)
 5. Following confirmation of an escape, an escape warrant shall be obtained by institutional staff within six hours.

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- a. The affidavit for the warrant shall list one staff member as the keeper of the record and one staff member that can attest to the facts of the escape.
 - b. Immediate contact shall then be made with the NCIC terminal site to report the warrant number in order to cause a permanent entry to be made.
 - c. Fax a copy of the escape warrant, page 1 of the Initial Classification Summary, CR-1391. E-mail all inmate information (photos of identifying scars, marks, and tattoos) from the face sheet application to the NCIC terminal site TAC officer.
6. On the offender management system (OMS), complete Incidents (LIBJ) and Disciplinary (LIBK) with copies to be filed in the IIR, Volume 1, Section II, (d), pending the return of the escapee to TDOC. (See Policy #512.01)
 7. Enter appropriate information in Arrival/Departure (LIMD) screen. (Movement type would be "FAES"-Facility to Escape). Enter NCIC and escape warrant numbers and county codes on Escape (LIMK).
 8. Complete and mail Escape Notice, CR-0247, to the District Attorney General of the judicial district in which the escape occurred, the judicial district in which the escapee was convicted, and to the sentencing court. Notification shall also be sent to the victim/victim witness coordinator and all other interested parties listed on Interested Party/Comments (LPDD). Notification shall include all relevant information from the Face Sheet application, the facts of the escape, the time it occurred, and the circumstances under which it occurred. Additional information shall include the age, height, weight, complexion, race, color of hair and eyes of the escapee. Other necessary information shall include the county, offense(s), and date of commitment.
 9. By copy of the form letter CR-0247 to the Manager, Operational Support Services, the institutional records officer shall request that a pen pack be prepared and forwarded to the office of the District Attorney General in the judicial district of the escape. A statement shall be included on the form letter to the district attorney that the pen pack will be sent in order to facilitate prosecution upon the inmate's return from escape.
 10. The Tennessee Escape Information Sheet, CR-3604, will be completed by the institution within two hours of the escape. A copy of this document and all relevant information from the Face Sheet application will be sent to the following:
 - a. Commissioner of Correction
 - b. Assistant Commissioner of Prisons
 - c. Central Communication Center
 - d. Commissioner of Safety

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- e. Director of the Tennessee Bureau of Investigation
- f. District Attorney General of the judicial district in which the escape occurred
- g. District Attorney General of the judicial district in which the escapee was convicted
- h. Sheriff of the county in which the escape occurred
- i. Sheriffs in the adjoining counties
- j. Sheriff of the county or chief of police in any county having a metropolitan form of government where the escapee was convicted
- k. Police department of any municipality, city, or town near the location of such escape
- l. Victim witness coordinator of the judicial district in which the escapee was convicted
- m. Department of Correction Director of OIC
- n. Department of Correction Communications Office
- o. Other agencies requesting information

A digital color photograph, front and side view, will be attached to each form. This form will be faxed or e-mailed to all agencies with receiving capabilities, and the copy placed in the next outgoing mail. This sheet will also be copied and distributed to local businesses in the vicinity of the location of the escape as an aid in the apprehension effort. The Assistant Commissioner of Prisons shall immediately have the notice posted to the TDOC website escapee page by having a copy of form CR-3604 forwarded to the Director of STS. If the escape occurs outside of normal business hours, the escape notice shall be posted the next business day.

C. Responsibility of Primary Agencies During Escapes Requiring Activation of the GPEP:

- 1. Responsibility for the apprehension of prison escapees is shared by three primary agencies: TDOC (OIC), TDOSHS, and TBI.
- 2. Direct responsibility for apprehending the escapee(s) shall pass from agency to agency as the focus of apprehension efforts shift. At any given time, the other two agencies shall act in support of the lead agency.
 - a. The TDOC will have direct responsibility when the focus of apprehension is within the inner perimeter. The inner perimeter is that area designated by the institutional operation plans for prison escapes. The inner perimeter apprehension procedures are as follows:

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- (1) Notify primary and secondary agencies that the GPEP has been activated, as necessary
 - (2) Establish an initial command post
 - (3) Secure the facility
 - (4) Identify the escapee(s) and provide information to all involved agencies, as it becomes available, and
 - (5) Identify method of escape
- b. The THP will have direct responsibility when the focus of apprehension is within the outer perimeter. The outer perimeter is that area designated by the THP operational plans for prison escapes for each facility. The outer perimeter apprehension procedures are as follows:
- (1) Deploy Rapid Response Team with a supervisor
 - (2) District Captain will respond to the command post and assume command of THP personnel
 - (3) District Captain will assess the situation and provide adequate manpower and resources to manage the outer perimeter
 - (4) Establish the outer perimeter as determined by THP operational plan for prison escapes.
 - (5) The Commissioner of Safety will notify the Security Center at the Governor's Residence of the escape. Security at the Residence will be enhanced for a period of time to be determined by the Officer in Charge of Executive Security or his/her designated representative.
- c. The TBI will have direct responsibility when apprehension efforts are in the investigative phase. The TBI shall provide the following:
- (1) Upon notification, the responding supervisor and two Special Agents shall proceed to the breached facility.
 - (a) The supervisor shall be stationed at the command post.
 - (b) TBI resources shall be dedicated to investigating the location of the escapee(s) and circumstances of the escape.
 - (2) The Criminal Intelligence Unit shall begin gathering and disseminating information as stated within TBI operational plan for prison escapes.
 - (3) The TBI shall coordinate with the primary agencies and local, state, and federal law enforcement agencies throughout the investigative phase, as the situation warrants.

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D. Scope of Operations During Activation of the GPEP:1. Command Post

- a. The command post will initially be located at or near the breached facility. In the event of an escape during transport, the command post will be established as directed by TDOC.
- b. Once determined by TDOC that the escapee has breached the outer perimeter, TDOC may request the command post be moved to the TBI Headquarters.
- c. There shall always be representatives of each primary agency at the command post, regardless of its location.
- d. Responsibility for terminating operations at the command post shall rest with TDOC.

2. Dissemination of Information:

- a. The Commissioners of Correction and Safety and the Director of the TBI shall participate in a daily conference call to discuss developments in the efforts to apprehend the escapee(s) for at least 72 hours following the escape and shall share equal responsibility for keeping the Governor informed about the incident.
- b. The agency directly responsible for the current phase of the apprehension effort shall be responsible for releases to the media. Media releases shall be coordinated through the agency communications officer and the Governor's Press Secretary.

E. Search Activity Log/After Action Report:

1. The escape search activity requiring implementation of the GPEP or institutional escape EOP shall be chronologically recorded in a bound ledger. Recording shall begin with the confirmation of the escape and conclude with the termination of the search activity.
2. The search activity log shall be used to prepare the after action report. After action reports shall be submitted for all escapes except failure to return from furlough. The after action report is to be submitted to the Assistant Commissioner of Prisons within five days of the conclusion of the search.
3. The following information shall be included in the after action report:
 - a. Circumstances, events, or background information (date, time, sequence of events) leading up to escape of prisoners
 - b. Detailed description of event that occurred:
 - (1) Time of escape

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- (2) Number of prisoners escaped
- (3) Notification procedures (who, what, when, where, and how)
- c. Actions taken or orders issued by responsible persons upon notification of escape
- d. Search operations:
 - (1) Time the search was initiated
 - (2) Person responsible for initiating the search
 - (3) Agencies that are involved in the search and the number of persons involved in the search
 - (4) How the search was conducted (Tactics used in search)
- e. Results of the search
- f. Evaluation of the cause of the escape
- g. Recommendations for preventive or corrective measures
- 3. The after action report shall be reviewed by the primary agencies after each activation of the GPEP.

F. Apprehension:

- 1. Escapees apprehended during the search activity shall be returned to the facility from which the escape occurred (following any required arrest/booking process by OIC/local law enforcement officials), and segregated pending the disciplinary hearing. (See Policy #502.01) If the escape occurred from a boot camp, institutional annex, or transition center the inmate shall be transferred to the nearest secure facility to facilitate disciplinary and reclassification procedures.
- 2. TDOC escapees taken into custody by local law enforcement agencies after search activities have terminated shall be transported to the nearest secure TDOC facility, as coordinated by CDO, pending further transfer (administrative) to the institution from which the escape occurred. If the escape occurred from a boot camp or institutional annex, or transition center the inmate shall be transferred to the secure facility nearest the boot camp, institutional annex or transition center. Female inmate escapees shall be transferred to the institution of escape (WTRC, BCCX, or TPFW).
 - a. The return of escapees apprehended by the VCTF shall be coordinated by the CDO and/or a TDOC facility. Once the identity of the escapee has been confirmed, the TDOC will assist in accepting the escapee into custody regardless of the time of day. The VCTF will have necessary identification information regarding the escapee in the form of a pen pack which has been previously provided them by the TDOC.

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- b. The return of escapees apprehended by the VCTF shall be coordinated by the CDO and/or a TDOC facility. Once the identity of the escapee has been confirmed, the TDOC will assist in accepting the escapee into custody regardless of the time of day. The VCTF will have necessary identification information regarding the escapee in the form of a pen pack which has been previously provided them by the TDOC.
 - c. The VCTF has been notified to consider BCCX and TPFW as their primary contact for returned escapees; however, if other institutions are notified, efforts will be made to assist, providing appropriate identification information is available.
 - d. Any facility admitting the escapee from the VCTF will refer to the appropriate sections of this policy for further notification and transfer of the inmate.
3. Escapees apprehended by law enforcement agencies outside Tennessee shall be returned to TDOC as coordinated by the CDO.
 - a. Institutional staff who receive notification/information regarding custody of an active escapee via telephone, email, etc., shall confirm the escapee's status for the caller, take the name, telephone number, location, name of agency, and advise the caller TDOC will return the escapee and that a central dispatch officer will be in contact with them as soon as possible.
 - b. This information shall immediately be forwarded via State of Tennessee e-mail to the Sergeant and Corporal for Central Dispatch, who will contact the agency via telephone on the next business day.
 - c. CDO will further e-mail the NCIC terminal site, EIC, SIS, Communications Officer, OIC Director, Assistant Commissioner of Prisons, and the institution of escape providing information regarding the status of the escapee, including plans for return to TDOC.
 - d. Escapes (LIMK) will be updated by CDO including any subsequent information received about the escapee.

G. Escapee Returns:

1. Any TDOC institution receiving inmates from an escape shall promptly confirm the status from the OMS database and ensure appropriate notification and transfer to the institution of escape.
2. The records clerk at the institution of escape shall be promptly notified by the receiving facility (through e-mail) of the escapee's return. Subsequently, the required District Attorney's and court's letters, Notification of Escapee Return, CR-3310, will be processed. Copies shall be sent to the EIC. Notification shall also be submitted to the victim coordinator and victim.

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3. The institution of escape shall notify the NCIC terminal site operations officer by telephone, with an e-mail follow-up, to have an updated NCIC entry made regarding the return of the escapee to TDOC. Escapes (LIMK) shall be updated regarding the return. In addition, the original escape incident on Incidents (LIBJ) shall be modified by adding information regarding the escapee's recapture.
4. The institution of escape shall process the disciplinary report and conduct the hearing, or provide the necessary documentation to the facility staff with custody of the inmate, following the escapee's return to the TDOC designated facility.
5. The institution of escape shall ensure that the warrant or capias is served and the inmate is scheduled for court appearance, as necessary.

H. Escape Information Center (EIC)

1. When an inmate has remained on escape status for 30 days, the OMS will automatically cause a transfer transaction to be made to the EIC. The inmate institutional record (IIR) shall then be forwarded to that office to the attention of the Manager of Operational Support Services. The record office will ensure that the entire file has been scanned into DSRS before forwarding. The file shall also include the following:
 - a. Copy of the NCIC entry obtained from MCCX, TPFW, or WTSP
 - b. Copy of the escape warrant
 - c. Copy of Tennessee Escape Information Sheet, CR-3604
 - d. Copy of the fingerprint card
 - e. Disciplinary report for the escape
 - f. All relevant information from the Face Sheet application
2. The EIC shall maintain the entire file and the assigned count of each active escapee until the inmate(s) is returned to TDOC custody.
 - a. Any correspondence concerning an escapee received by TDOC personnel after the EIC has received the file shall be forwarded to the EIC coordinator. The EIC Coordinator shall notify the Central Dispatch Office (CDO) of the correspondence. The CDO staff shall make summary notes on Escapes (LIMK) and inform the Director of OIC, Manager of SIS, Communications Officer, and the Assistant Commissioner of Prisons. Upon being notified that an escapee has been apprehended, the Director of Classification shall inform the Director of STS to update TDOC's website "Escapee Page". The word "Captured" shall appear across the photograph of the escapee for a period of 30 days. After the 30 day period, the Director of STS shall remove that escapee from the website.

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- b. If necessary, the CDO, EIC Coordinator, SIS Manager, and OIC Director will coordinate efforts regarding pen packs, the filing of commitment detainers, and/or additional actions necessary for the apprehension and return of an escapee.
 - c. Should TDOC be notified that an escapee refuses to waive extradition, the CDO will notify the OIC to initiate extradition proceedings via the extradition officer and the TDOC Legal Office.
 - d. OIC shall keep the Central Dispatch Office informed of all extradition actions in order to know when to make arrangements for an escapee's return to TDOC custody.
 - 3. Escapes of TDOC inmates (from out to court status) shall be maintained by the EIC separately from TDOC escapees. (See Policy #511.03)
 - 4. Upon the return of an escapee to TDOC custody, the receiving institution shall make the appropriate OMS movement and request the EIC to forward the entire IIR to the appropriate records offices.
 - I. Representatives of the primary agencies shall meet and review the contents of the GPEP annually.
 - J. Review/Revision: Escape EOP shall be kept current at all times and revised and submitted by July 12 to the Assistant Commissioner of Prisons, who will review and return the plans to the institution upon approval.
 - K. Training for institutional personnel shall occur during orientation and refresher training to occur annually.
- VII. ACA STANDARDS: 4-4225.
- VIII. EXPIRATION DATE: July 15, 2021.

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(INSTITUTION LETTERHEAD)

District Attorney General

Dear General:

RE: _____ TDOC # _____

In accordance with T.C.A. 39-16-606, this letter is to advise that the above named inmate escaped custody on _____

Circumstances of Escape: _____

Subject was received at this facility on: _____ to serve a sentence(s) imposed by _____
 _____ County, Tennessee for _____

He/she was serving a sentence of: _____

True Name: _____

Alias: _____

Race: _____ Sex: _____

Height: _____ Weight: _____

Hair: _____ Eyes: _____

D.O.B.: _____ Age: _____

Complexion: _____

Prominent Scars, Marks, or Tattoos: _____

A pen pack will be forwarded to your office by TDOC Strategic Technology Solutions to facilitate prosecution upon the inmate's return from escape.

Sincerely,

Warden/Superintendent

**STATE OF TENNESSEE
DEPARTMENT OF CORRECTION**



INITIAL CLASSIFICATION SUMMARY

STATE OF TENNESSEE DEPARTMENT OF CORRECTION INITIAL CLASSIFICATION SUMMARY										Judge:			Docket Number(s)			
										Court:			Sentence Hearing Date:			
										Region:			Date of Conviction:			
										Defense Attorney:			City/County:			
Section A: Probation Division P.S.I. Cover Sheet										District Attorney:			Date Referred to P.O.:			
Name (Last, First, Middle)					Address					Report Due:						
AKA:										Prepared By/Date:						
										FBI Sheet Attached:						
Age	DOB	Sex	Race	Height	Weight	Eyes	Hair	Comp	FBI Number:							
Social Security Number:					Education:				Religion:							
Offense/Date Occurred:					Date When Arrested, By Whom, and Where (County):											
Present Location of Defendant:					Sentenced Imposed:											
Bond _____ In Custody _____																
Amount _____ Time in Jail _____																
Time on Bond _____					Disposition											
Section B: Adult Services					Previous TDOC Number(s):				TDOC (OFFENDER) NUMBER							
Date Received:					Date of Sentence:											
Release Eligibility Date(s):					Expiration Date:											
Incompatible Inmate:			Class X		Judge Sentencing Act			20%	30%	40%	50%					
Scars, Marks, Tattoos:																
Escapes:						Detainer/Notification/Charges Pending:										
Prior Psychiatric Commitment (Where):						Date Released:										
In Case of Emergency, Notify:						Relationship:										
						Name:										
						Address:										
						City/State:										
						Telephone										



**TENNESSEE DEPARTMENT OF CORRECTION
ESCAPE INFORMATION**

In accordance with TCA 39-16-606, please be advised that the below-identified inmate escaped custody from _____ on _____
Institution Date

--	--

Inmate _____ **TDOC #** _____

ALIAS: _____

SID #: _____ **NCIC #:** _____

FBI # _____ **EYE COLOR:** _____

RACE: _____ **HAIR COLOR:** _____

GENDER: _____ **WEIGHT:** _____

AGE: _____ **HEIGHT:** _____

DOB: _____ **COMPLEXION:** _____

SCARS, MARKS, TATTOOS and/or STG AFFILIATION: _____

CIRCUMSTANCES OF THE ESCAPE: _____

SPECIAL ALERTS OR WARNINGS: _____

Subject was received by the TDOC, on _____, to serve _____
sentence imposed by _____ County, Tennessee for the following: _____

Felony Warrant #: _____

Information on this subject should be forwarded to the TBI at 1-800-824-3463 or the Tennessee Department of Correction at (615) 741-7144. You may also contact your local law enforcement agency.

(INSTITUTION LETTERHEAD)

District Attorney General

RE: _____

TDOC # _____

Warrant#: _____

Dear General:

The above named inmate, who escaped custody from _____ on _____
was returned to the custody of the Tennessee Department of Correction (TDOC) on _____
at _____.

ORIGINAL OFFENSE(S)
OF CONVICTION

SENTENCE

COUNTY OF
CONVICTION

Details of this escape:

Date and location of apprehension:

Waived extradition: _____ Was extradited: _____ Not applicable: _____

Date(s) of prior escape(s) and apprehension(s):

Additional charges/convictions received while on escape:

TDOC disciplinary action:

Additional comments:

Sincerely,

Warden/Superintendent

Distribution: County of Escape
County of Conviction:
District Attorney General/Sheriff/Chief of Police
Warden/Superintendent where escape occurred
Inmate Institutional File

TDOC OIC
Escape Information Center
STS/Operational Support Services
Suspense