STATE OF TENNESSEE
Tennessee Department of Correction

REQUEST FOR PROPOSALS # 32901-14103
AMENDMENT # 1
FOR GOODS OR Offender Management System

DATE: 08/13/2015

RFP # 32901-14103 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		July 31, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	August 5, 2015
3. Pre-response Conference	1:30 p.m.	August 06, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 07, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 26, 2015
6. State Response to Written "Questions & Comments"		September 15, 2015
7. Response Deadline	2:00 p.m.	October 30, 2015
8. State Completion of Technical Response Evaluations		December 04, 2015
9. State Schedules Respondent Oral Presentation/Solution Demonstration		December 04, 2015
10. Respondent Oral Presentation(s)/Solution Demonstration	8 a.m. - 4:30 p.m.	December 18, 2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 21 2015
12. Negotiations	4:30 p.m.	January 06, 2016
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 11, 2016
14. End of Open File Period	2:00 p.m.	January 18, 2016
15. State sends contract to Contractor for signature		January 19, 2016

16. Contractor Signature Deadline	2:00 p.m.	January 26, 2016
17. Performance Bond Deadline	4:30 p.m.	January 28, 2016

2. **Delete RFP section 5.2.1.3. in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

   5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria within this RFP in accordance with the RFP Attachment 6.2 Section C, Technical Response & Evaluation Guide for each Narrative Response in Section C. Additionally, the SOLUTION Requirements Documents and RFP Responses Attachments (00_General_IT_Requirements through 17_Community_Supervision.xlsx) responses required to be completed by each Respondent for each Functional Area will be evaluated by each Proposal Evaluation Team member and scored as outlined in Attachment 57_Score_Outline.xlsx and in accordance with the RFP Attachment 6.2 Section C, Technical Response & Evaluation Guide for each Category within Attachment 57_Score_Outline.xlsx. Instructions for completing SOLUTION Requirements Documents and RFP Responses Attachments (00_General_IT_Requirements through 17_Community_Supervision.xlsx) are included and duplicated on a separate tab within each Excel document/attachment. **RFP Attachment 6.2 Section C will be scored independently from the supporting documentation located in attachment 57_Score_Outline.xlsx.**

3. **Delete RFP section RFP Attachment 6.2 - Section C in its entirety and insert the following in its place (Attached)**(any sentence or paragraph containing revised or new text is highlighted)**:**

4. **Delete RFP section Attachment 57_Score_Outline (Attached Below) in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

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

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 and how the project will be managed to ensure completion of the scope of services and accomplish required objectives, requirements, and project schedule.		**12**	
	C.2.	Provide a narrative that describes how the Proposed Solution will provide for adherence to all federal and state regulations and audit requirements governing State and the Department of Correction (TDOC Policy 111-01) Attachment 56_111-01_Policy_Audits. As these requirements change, any changes to the Proposed Solution must be managed in accordance with an agreed upon change management process to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx –Functional &Technical Requirements – 99.1 Administrative Policy and Legislative Statutes		**8**	
	C.3.	Provide a narrative that describes your company's approach to meet project deliverables and required milestones to satisfy mandatory implementation timeframe based on the defined scope and requirements RFP Attachments - Pro Forma – Item A.4. and Attachments 54_Deliverables_Chart.xlsx and 55_Contractor_Requirements.xlsx NOTE: Do not include any pricing or cost structures.		8	
	C.4.	Provide a narrative that illustrates how the Respondent will complete the delivery of a solution that is architected with technologies to		12	

		ensure a consistent display of data navigation for entry, with accurate, flexible searches with selection filtering for display or reporting, and overall user ease of use to perform their specific jobs meeting the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements–99.2 Solution Wide			
	C.5.	Provide a narrative that describes how the Proposed Solution will provide and maintain as secured, role based, access for State staff and external users which must limit or restrict visibility and/or full access to screens, data, and reporting of that data as defined for each role meeting the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements–99.3 Role Based Access		4	
	C.6	Provide a narrative that describes how the Proposed Solution will provide a business rules management system which, among other functions, provides the ability to: register, define, classify, and manage all the State rules, verify consistency of rules definitions, without source code changes. (Rules that define or constrain aspects of State operations, legislation, and administration and always resolves to either true or false and will allow triggering for workflows or business decisions and notifications or alerts) to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.4 Business Rules Engine		**8**	
	C.7.	Provide a narrative that describes how the Proposed Solution will provide the State with a workflow management system, allowing for processes to be defined, decisions to be governed, and information routed for action or approval. Include in this narrative how this process will monitor the state of activities such as approval and processing of a form or document and then determines which new activity to transition to or end to complete, according to the defined process (workflow) to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.5 Process Workflows		8	
	C.8.	Provide a narrative that describes how the Proposed Solution will provide a document management system to access, scan, classify, categorize, organize, manage, relate to, and export any and all documents within a secured State wide document repository based on user and role permissions. (documents may include but		4	

		not be limited to State policy, procedures manuals, court orders, offender information, photographs, audio/video files, training tutorials as well as other artifacts in multiple formats) to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.6 Document Management			
	C.9.	Provide a narrative that describes how the Proposed Solution will provide role based Dashboards that offer easy to use, intuitively designed navigation through functional areas and solution defined Key Performance Indexes (KPIs), the utilization of drill-down functionality to access the details behind the KPIs, generate visually dynamic reports, distill business insights by which to facilitate important business decisions in a timely fashion. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.7 Dashboards		4	
	C.10.	Provide a narrative that describes how the Proposed Solution will provide key reports with "out of the box" solutions and the reporting tool(s) required to easily create Ad-Hoc reports generated from the solution's underlying data. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.8 Reports		4	
	C.11.	Provide a narrative that describes how the Proposed Solution will effectively utilize the training tools that are within the solution (hover over help tips, click to instructions within a help guide) or current training tools and techniques, such as on-line learning, tutorials, train the trainer or others. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.9 Training		8	
	C.12.	Provide a narrative that describes how the Proposed Solution will provide for a 24 x 7 service level agreement in a vendor hosted environment (SaaS), with 99.9% uptime, including maintenance and upgrades, to all State Facilities, State Central Office Administration, and other connecting external entities. Attachment 51_Distributed_Apps_Data_X.xlsx and 00_General_IT_Technical.xlsx -Functional &Technical Requirements – 99.10 Technical Considerations		8	
	C.13.	Provide a narrative that describes how the Proposed Solution will provide other solution's applications to authenticate and securely interface to or exchange and share information, utilizing standards accepted by the criminal justice and		8	

		correctional industries. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.11 Interfaces to Distributed Applications and Reference Attachment 51_Distributed_Apps_Data_X.xlsx			
	C.14.	Provide a narrative that describes how the Proposed Solution will provide for Felony Offenders to be processed into State facilities based on health assessments, interviews and prior criminal history that will result in a management plan and classification score to meet the requirements as summarized in RFP Attachment 01_Reception_Commitment.xlsx - Functional &Technical Requirements – 1.0.0 Reception and Commitment		**6**	
	C.15.	Provide a narrative that describes how the Proposed Solution will provide the ability to calculate an Inmate's sentence based on the Judgment Order issued by The Administrative Office of the Courts (AOC), that will consider the Inmates earned and loss of credits towards their release due to expiration of sentence or under supervision, in which, victims will receive notifications of release to meet the requirements as summarized in RFP Attachment 02_Sentencing_Time.xlsx - Functional &Technical Requirements – 2.0.0 Sentencing General		12	
	C.16.	Provide a narrative that describes how the Proposed Solution will provide the ability to place an Inmate in the right bed based on their classification status set during pre-intake that will allow Classification Coordinators to schedule Inmates to attend programs and assist with their rehabilitative needs to meet the requirements as summarized in RFP Attachment 03_Classification.xlsx - Functional &Technical Requirements – 3.0.0 Classification		4	
	C.17.	Provide a narrative that describes how the Proposed Solution will provide facility Case Managers to assign, manage and monitor a caseload of Inmates over their total incarceration period, as well as, update their management and reentry plans for classification review and prepare for future release to meet the requirements as summarized in RFP Attachment 04_Case_Mgmt.xlsx - Functional &Technical Requirements – 4.0.0 Case Management		4	
	C.18.	Provide a narrative that describes how the Proposed Solution will provide the capability to handle, transport, move, account for and monitor Inmates appropriately and securely according to State policies and State legislative rules and regulations to meet the requirements as summarized in RFP Attachment 05_Security.xlsx		3	

		- Functional &Technical Requirements – 5.0.0 Security			
	C.19.	Provide a narrative that describes how the Proposed Solution will provide the capacity to create, log and report on incidents involving Offenders, Inmates and Staff for review to decide a disciplinary course of action by Disciplinary Officers, which can include an Inmate appeal process and hearing to meet the requirements as summarized in RFP Attachment 06_Discipline_Incidents.xlsx - Functional &Technical Requirements – 6.0.0 Discipline and Incidents		3	
	C.20.	Provide a narrative that describes how the Proposed Solution will provide the ability to manage housing and bed allocation for Inmates throughout their incarceration period which includes inner and outer facility movement as well as victim notification of transfers and court/medical appointments to meet the requirements as summarized in RFP Attachment 07_Housing_Bed_Mgmt.xlsx - Functional &Technical Requirements – 7.0.0 Housing and Bed Management		**4**	
	C.21.	Provide a narrative that describes how the Proposed Solution will provide State staff a way to create and send alerts, notifications, schedule appointments and manage clinical records digitally with the ability to interface with HL7 standards to a 3rd party clinical application for submission and retrieval of information based on TDOC Policy related HIPAA compliancy and the Privacy Rule of 2003 appointments to meet the requirements as summarized in RFP Attachment 08_Medical.xlsx - Functional &Technical Requirements – 8.0.0 Medical, Mental Health, Dental, Pharmacy, Optometry		**2**	
	C.22.	Provide a narrative that describes how the Proposed Solution will provide Inmates the ability to file grievances which will be reviewed and tracked until closing to meet the requirements as summarized in RFP Attachment 09_Grievances.xlsx - Functional &Technical Requirements – 9.0.0 Grievances		**2**	
	C.23.	Provide a narrative that describes how the Proposed Solution will provide the State capability for an Inmate to be referred, accepted and assigned to a program or job where they will earn credits towards release, that will be tracked and managed until completion of the program or job to meet the requirements as summarized in RFP Attachment 10_Programs.xlsx - Functional &Technical Requirements – 10.0.0 Programs, Jobs, and Education		**4**	

	C.24.	Provide a narrative that describes how the Proposed Solution will provide a means to schedule an Inmate (incarcerated felon) or Offender (Community Supervision-Probation/Parole) for activities, visitation, appointments and movements that allows for creation, modifications, monitor and completion of said activity, appointment or movement to meet the requirements as summarized in RFP Attachment 11_Scheduling.xlsx - Functional &Technical Requirements – 11.0.0 Scheduling		**3**	
	C.25.	Provide a narrative that describes how the Proposed Solution will provide a gang and investigations identification, tracking, validation, monitoring and reporting method for Inmates, staff and/or external community affiliates (possible suspects in the community) to meet the requirements as summarized in RFP Attachment 12_STG_Gang_Mgmt.xlsx - Functional &Technical Requirements – 12.0.0 STG-Gang Management		**2**	
	C.26.	Provide a narrative that describes how the Proposed Solution will provide a means to identify, log, inventory, track, allocate to and dispose of Inmate property based on State policies) to meet the requirements as summarized in RFP Attachment 13_Property.xlsx - Functional &Technical Requirements – 13.0.0 Property		**2**	
	C.27.	Provide a narrative that describes how the Proposed Solution will provide a true accounting system of debit and credits as well as a way to appropriate fees accrued overtime while incarcerated and under Community Supervision that will interface with other 3rd party applications such as JPay to meet the requirements as summarized in RFP Attachment 14_Trust_Accouting.xlsx - Functional &Technical Requirements – 14.0.0 Trust Accounting		**1**	
	C.28.	Provide a narrative that describes how the Proposed Solution will provide the ability to track visitors requests, identification, visitor appointments and frequency of visits, approvals and denials of visits along with background check information for Inmates during their total incarceration period to meet the requirements as summarized in RFP Attachment 15_Visitation.xlsx - Functional &Technical Requirements – 15.0.0 Visitation		**8**	
	C.29.	Provide a narrative that describes how the Proposed Solution will provide adequate time, in advance, of notification of an Inmates release and discharge from prison to Community Supervision (or as a Civilian) to develop a reentry plan, consider placement, parole review, notify victims,		**8**	

		release and discharge from prison to meet the requirements as summarized in RFP Attachment 16_Release_Discharge.xlsx - Functional &Technical Requirements – 16.0.0 Release and Discharge			
	C.30.	Provide a narrative that describes how the Proposed Solution will provide for the tracking and application of fees while under supervision, as well as the Offender assignment to a Case Manager to review, refer and monitor while under supervision and the ability to show probable cause and administer sanctions if Offender violates supervision to meet the requirements as summarized in RFP Attachment 17_Community_Supervision.xlsx - Functional &Technical Requirements – 17.0.0 Community Supervision		**12**	
	C.31.	Provide a narrative that describes the process for prioritizing enhancements and code fixes (emergency and scheduled), within Release Management, of the Proposed Solution's base package released to all customers. If all or some customers are included in the process, describe how requests are prioritized and approved for inclusion of product release.		**1**	
	C.32.	Provide a narrative that describes the types of customizations included in the Proposed Solution's releases, and the characteristics and timing of product releases.		**1**	
	C.33.	Provide a narrative that explains your pricing structure (without including pricing information) for the Proposed Solution (by seat, user/group/site license, concurrent users, mobile licensing structure, other).		**1**	
	C.34.	Provide a summary explaining the processes, procedures and/or policies utilized to protect, store and exchange confidential data in transit and at rest.		**2**	
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)*		
The Solicitation Coordinator will use this sum and the formula below to calculate attachment 57_Score_Outline.xlsx 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 from Attachment 57_Score_Outline.xlsx)*		

Total Raw Weighted Score (*From both Total Raw Weighted Scores Above***)** **Maximum=3,565** Possible Raw Weighted Score *(i.e., 5 x the sum of item weights above)(From both Total Raw Weighted Scores Above)*	**X45** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

Business Processes to be Demonstrated by Respondent
(57_Score_Outline.xlsx Attachment)

RFP 6.2 Section C	RFP 6.2 Section D	Req. No.	Technical Approach Categories (detailed below)	Maximum Points	Evaluation Factor	Maximum Points with Factor
C.10	**D.2 - D.13**	**99.0.**	**General Requirements (00_General_IT_Technical.xlsx)**	**55**	**5**	**275**
		99.1.	Administrative Policy and Legislative Statutes			
		99.2.	Solution Wide			
		99.3.	Role Based Access Control			
		99.4.	Business Rules Engine			
		99.5.	Process Workflows			
		99.6.	Document Management			
		99.7.	Dashboards			
		99.8.	Reporting			
		99.9.	Training and Documentation			
		99.10.	Technical Considerations			
		99.11.	Interfaces to Distributed Applications			
C.14	**D.14**	**1.0.0**	**Reception and Commitment (01_Reception_Commitment.xlsx)**	**60**	**3**	**180**
		1.1.0	Orientation			
		1.2.0	Inmate Counts			
		1.3.0	Arrival Processing			
		1.4.0	Activation of Record			
		1.5.0	Inventory Property			
		1.6.0	Initial Intake Interview			
		1.7.0	Health Care Screening			
		1.8.0	Diagnostic Testing			
		1.9.0	Health Care Examination			
		1.10.0	Sex Offender Identification			
		1.11.0	Initiate Management Plan			
		1.12.0	Score Initial Classification Instrument			
C.15	**D.15**	**2.0.0**	**Sentencing and Time Accounting (02_Sentencing_Time.xlsx)**	**55**	**4**	**220**
		2.1.0	Appeals			
		2.2.0	Receive Court Order(s)			
		2.3.0	Initial Sentence Calculation and Required Recalculation			
		2.4.0	Controlling Sentence			
		2.5.0	Statutory Good Time Consideration			
		2.6.0	Parole Eligibility			
		2.7.0	Sentence Recalculation			
		2.8.0	Award Earned Time Credits			
		2.9.0	Schedule Release			

Business Processes to be Demonstrated by Respondent
(57_Score_Outline.xlsx Attachment)

RFP 6.2 Section C	RFP 6.2 Section D	Req. No.	Technical Approach Categories (detailed below)	Maximum Points	Evaluation Factor	Maximum Points with Factor
		2.10.0	Victim Services			
		2.11.0	Parole Board Review			
C.16	**D.16**	**3.0.0**	**Classification (03_Classification.xlsx)**	**40**	**4**	**160**
		3.1.0	Classification – General / Intake			
		3.2.0	Classification Status Review			
		3.3.0	Override			
		3.4.0	Score Reclassification Instrument			
		3.5.0	Derive Program Status			
		3.6.0	Finalize Classification			
		3.7.0	Appeal			
		3.8.0	Central Authorization			
C.17	**D.17**	**4.0.0**	**Case Management (04_Case_Mgmt.xlsx)**	**40**	**4**	**160**
		4.3.0	Caseload Assignment			
		4.4 0	Referral to Program			
		4.5.0	Case File Recording			
		4.6.0	Inmate Contacts (Communication, meeting requests, notifications)			
		4.7.0	Award Earned Time Credits			
		4.8.0	Update Management Plan			
		4.9.0	Classification Status Review			
		4.10.0	Develop Reentry Plan			
C.18	**D.18**	**5.0.0**	**Security (05_Security.xlsx)**	**35**	**3**	**105**
		5.1.0	General Security			
		5.2.0	Transportation			
		5.3.0	Facility Movement			
		5.4.0	Custody and Control			
		5.5.0	Institutional Services			
		5.6.0	Facility Counts			
		5.7.0	Electronic Monitoring Systems			
		5.8.0	Emergency Response			
C.19	**D.19**	**6.0.0**	**Discipline and Incidents - General (06_Discipline_Incidents.xlsx)**	**50**	**2**	**100**
		6.3.0	Generate Incident Reports (includes Critical Incident Reports)			
		6.4.0	Movement Hold			
		6.5.0	Review Infraction incident			
		6.6.0	Informal Disciplinary Process			
		6.7.0	Formal Disciplinary Process			
		6.8.0	Formal Hearing			

Business Processes to be Demonstrated by Respondent
(57_Score_Outline.xlsx Attachment)

RFP 6.2 Section C	RFP 6.2 Section D	Req. No.	Technical Approach Categories (detailed below)	Maximum Points	Evaluation Factor	Maximum Points with Factor
		6.9.0	Appeal			
		6.10.0	Sanctions			
C.20	**D.20**	**7.0.0**	**Housing and Bed Management (07_Housing_Bed_Mgmt.xlsx)**	**60**	**3**	**180**
		7.1.0	General			
		7.3.0	Request Movement			
		7.4.0	Request Candidates			
		7.5.0	Central Authorization			
		7.6.0	Schedule Transportation			
		7.7.0	Victim Services			
		7.8.0	Housing Assignment			
		7.9.0	Bed Space Coordination			
		7.10.0	Facility Transfer			
		7.11.0	Arrival Processing			
		7.12.0	Assign to Bed			
C.21	**D.21**	**8.0.0**	**Medical, Mental Health, Dental, Pharmacy, Optometry (08_Medical.xlsx)**	**25**	**3**	**75**
		8.1.0	Alerts			
		8.2.0	Notifications			
		8.3.0	Scheduling			
		8.4.0	Records Management			
		8.5.0	Interface to a state selected EHR-Solution			
C.22	**D.22**	**9.0.0**	**Grievances (09_Grievances.xlsx)**	**45**	**2**	**90**
		9.1.0	Referral to Program			
		9.3.0	File Grievance			
		9.4.0	Review Remedy			
		9.5.0	Informal Remedy			
		9.6.0	Formal Grievance			
		9.7.0	Management Level Grievance Review			
		9.8.0	Administrative Grievance Review			
		9.9.0	Grievance Committee Review			
		9.10.0	Grievance Correspondence Tracking			
C.23	**D.23**	**10.0.0**	**Programs, Jobs, Education, Vocation (10_Programs.xlsx)**	**50**	**4**	**200**
		10.3.0	Referral to Program			
		10.4.0	Acceptance to Program			
		10.5.0	Assign to Program			
		10.6.0.	Administer Program			
		10.6.1.	General Program			

Business Processes to be Demonstrated by Respondent
(57_Score_Outline.xlsx Attachment)

RFP 6.2 Section C	RFP 6.2 Section D	Req. No.	Technical Approach Categories (detailed below)	Maximum Points	Evaluation Factor	Maximum Points with Factor
		10.6.2.	Programs			
		10.6.3.	Jobs			
		10.6.4.	Earned Credits			
		10.7.0.	Program Completed			
		10.8.0.	Update Program Needs			
C.24	**D.24**	**11.0.0**	**Scheduling (11_Scheduleing.xlsx)**	**40**	**4**	**160**
		11.1.0	General Scheduling			
		11.2.0	Submit Activity Specifications			
		11.3.0	Create Activity			
		11.4.0	Assign to Activity			
		11.5.0	Schedule Appointment			
		11.6.0	Manage Activity Schedule			
		11.7.0	Manage Facility Schedule			
		11.8.0	Terminate from Activity			
C.25	**D.25**	**12.0.0**	**Security Threat Group (STG)-Gang Management (12_STG_Gang_Mgmt.xlsx)**	**20**	**4**	**80**
		12.1.0	General Investigation – STG and Gang Management			
		12.3.0	Identify, Investigations, STG and Gang Affiliation			
		12.4.0	Validate STG and Gang Affiliation			
		12.5.0	Monitor STG and Gang Activity			
C.26	**D.26**	**13.0.0**	**Property (13_Property.xlsx)**	**20**	**3**	**60**
		13.1.0	General Property			
		13.3.0	Arrival Processing			
		13.4.0	Inventory Property			
		13.5.0	Property Management			
		13.6.0	Property Disposition			
C.27	**D.27**	**14.0.0**	**Trust Accounting (14_Trust_Accounting.xlsx.**	**45**	**4**	**180**
		14.1.0	General Trust Accounting			
		14.2.0	Community Supervision “Fee” System			
		14.3.0	Freeze Account			
		14.4.0	Open Trust Account/Community Supervision Account			
		14.5.0	Account Transaction Processing			
		14.6.0	Deposit-Withdrawal Approval			
		14.7.0	Collect Financial Obligations			
		14.8.0	Account Reconciliation			
		14.9.0	Account Closeout			
C.28	**D.28**	**15.0.0**	**Visitation (15_Visitation.xlsx)**	**40**	**2**	**80**

Business Processes to be Demonstrated by Respondent
(57_Score_Outline.xlsx Attachment)

RFP 6.2 Section C	RFP 6.2 Section D	Req. No.	Technical Approach Categories (detailed below)	Maximum Points	Evaluation Factor	Maximum Points with Factor
		15.1.0	General Visitation			
		15.3.0	Request Visit			
		15.4.0	Approve Visitor			
		15.5.0	Update Visitor List			
		15.6.0	Remove Visitor			
		15.7.0	Verify Visitor			
		15.8.0	Approve Special Visitor			
		15.9.0	Record Visit			
C.29	**D.29**	**16.0.0**	**Release and Discharge (16_Release_Discharge.xlsx)**	**45**	**3**	**135**
		16.1.0	General Release and Discharge			
		16.2.0	Work Release Review			
		16.3.0	Community Center Placement			
		16.4.0	Develop Reentry Plan			
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STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS
FOR
OFFENDER MANAGEMENT SOLUTION

RFP # 32901-14103

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1. INTRODUCTION

The State of Tennessee, Department of Correction (TDOC), hereinafter referred to as "the State," has issued 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.

The firm budgetary amount allocated to this RFP is fifteen million two hundred thousand dollars ($15,200,000).

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

1.1. Statement of Procurement Purpose

The Purpose of this RFP is to select a Contractor that can meet the State's need of an Offender Management Solution (OMS) and the related software applications which can be provided via a Software as a Service (SaaS) model as described in the pro forma contract for the State managed prison facilities and Community Supervision sites throughout the State of Tennessee. The State is requesting proposals to select a contractor to provide a comprehensive, fully integrated OMS, within a CJIS (Criminal Justice Information Service) and FedRAMP (Federal Risk and Authorization Management Program) compliant environment. It should be a configurable, customized (as needed), flexible, scalable, web-based, and mobile-ready solution to manage all areas of an offender's needs from intake to release and discharge, using a single source, relational database environment.

1.1.1 It is the intent of the State to select a Contractor capable of providing the State with an OMS through systems, products and services as specified within this RFP at the best overall value (refer to Tennessee Code Annotated (TCA § 12-3-101).

1.1.2 The Proposed Solution <u>must</u> align with the State's strategic vision; utilize modern technology; automate current manual (as is) processes; support future (to be) validated business processes; significantly improve efficiency of operations, accuracy, and timeliness; provide resource and cost savings; and, provide an integrated solution for managing and tracking Offenders by means of more current and accessible information.

1.1.3 The State is seeking a Contractor to implement and maintain a Commercial Off-The-Shelf (COTS) Solution within a SaaS hosted environment that can be primarily configured with limited modifications to the Solution's source code.

All Respondent's <u>must</u> meet the State's acceptance of mandatory requirements or any other requested information in response to this RFP listed within (Section A: Mandatory Requirements. RFP Attachment 6.2)

1.1.4 The Respondents may utilize the information and links below to better understand the State's environment and size in preparing for proposing a Solution, including systems, products and services to meet the requirements within this RFP.

<u>Tennessee Department of Correction</u>

TDOC Mission Statement: To operate safe and secure prisons and provide effective community supervision in order to enhance public safety.

TDOC Vision: To be recognized as the best correctional agency in the nation.

TDOC Goal: Customer Focused Government - To enhance public safety and provide exceptional customer service.

General Information
Link: http://www.tn.gov/correction/
-6,858 Total Employees
-4,478 Security Staff

Policies & Procedures
Link: http://www.tn.gov/correction/policies/poly.html

Correctional Prisons for the State of Tennessee
Link: http://www.tn.gov/correction/institutions/stateprisons.html
- 14 State Prisons (including one special needs hospital prison)
- 10 facilities are operated by the State
- 4 facilities are privately managed by Corrections Corporation of America (CCA)
- 30,000 Incarcerated Felons within State Prisons and County Jail facilities (as of May, 2015)

Community Supervision
Link: http://www.tn.gov/correction/fieldservices/fs_directory.shtml
- 3 Regional Offices
- 17 District Offices
- 75 Field Offices (44 State Field Offices, 21 designated Local Agency Reporting Offices)
- 80,000 offenders supervised
- 58,550 Probationers
- 13,500 Parolees
- 7,950 Community Corrections

Tennessee Statutory Law - T.C.A. (Tennessee Code Annotated)
Link: http://www.lexisnexis.com/hottopics/tncode/

TOMIS - Current Offender Management System estimated utilization
-7,000 Users
-160 TOMIS Primary Screens
-230 Reports
-700 Associated Paper Forms
-24 *Distributed Applications to TOMIS
-16 *Data Exchange with External State Agencies or Vendors
*** Reference : Attachment 51_Distributed_Apps_Data_X.xlsx**

1.1.5 To further clarify the State's strategic vision, to be recognized as the best correctional agency in the nation, the State is seeking a Solution capable of easily expanding functionalities and capabilities, but will not be considered a part of this RFP# 32901-14103 for scoring or evaluation. To assist the Respondent in understanding the State's strategic vision for expanded functionality and capability, please refer to and provide responses within **Attachment-50_Additional_Capability.xlsx**.

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

The state will evaluate the proposals and select the best proposal in the following four (4) Tiered process:

Tier 1 - The State will evaluate the **Mandatory Requirements** (Section A. RFP Attachment 6.2) set forth in this RFP on a PASS/FAIL basis.

Tier 2 - Following the Tier 1 evaluation, the State will score the Respondent's **Technical Response Proposal** (Section B: General Qualifications and Experience and Section C:

Technical Qualifications, Experience & Approach in RFP Attachment 6.2) for those who meet the Tier 1 general and mandatory requirements and in accordance with the criteria set forth in the RFP.

Tier 3 – Following the completion of Tier 2, the State shall invite the three best evaluated respondents of the Technical Response Proposals (Sections: B and C. RFP Attachment 6.2) to make an oral presentation and a demonstration of the Proposed Solution. State Evaluators will score the Respondent's presentation and demonstration to finalize the scoring of the Technical Response Proposals in accordance with the criteria set forth in the RFP.

Tier 4 - Following the Tier 3 evaluation, the State may engage the Respondents to negotiate cost. The State reserves the right to negotiate with one or more Respondents (Refer to Section 5.2.3. Cost Proposal Evaluation and the RFP pro forma contract in RFP ATTACHMENT 6.6).

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 # 32901-14103

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:

Matt Brimm, Sourcing Account Contract Specialist
TENNESSEE Department of Correction
CENTRAL PROCUREMENT OFFICE
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave.
Nashville, TN 37243
Telephone Number: 615.741.3044
E-mail: Matt.Brimm@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, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ 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:

HELEN CROWLEY
CENTRAL PROCUREMENT OFFICE
DEPARTMENT OF GENERAL SERVICES
WRS TENNESSEE TOWER, 3RD FLOOR
312 ROSA L. PARKS AVE.
NASHVILLE, TN 37243
TELEPHONE NUMBER: 615.741.3836
E-mail: Helen.Crowley@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.Notice of Intent to Respond and in RFP Section 2 - Schedule of Events)

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: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

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 at:

312 Rosa L. Parks Avenue
3rd Floor William R. Snodgrass Tennessee Tower
Multi-Media Room

Conference Number: 615-253-2009 (Limit 10 callers)

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
- 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. Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to to one hundred percent (100%) of the Maximum Liability, Written Dollar Amount ($Number), and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., Pro Forma Contract, Attachment B, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

a. a performance bond that covers the entire Contract period including all options to extend the Contract, or

b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

1.10. 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. A response must respond, as required, to this RFP (including its attachments) as may be amended. 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		July 31, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	August 5, 2015
3. Pre-response Conference	1:30 p.m.	August 06, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 07, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 14, 2015
6. State Response to Written "Questions & Comments"		August 28, 2015
7. Response Deadline	2:00 p.m.	October 30, 2015
8. State Completion of Technical Response Evaluations		December 04, 2015
9. State Schedules Respondent Oral Presentation/Solution Demonstration		December 04, 2015
10. Respondent Oral Presentation(s)/Solution Demonstration	8 a.m. - 4:30 p.m.	December 18, 2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 21 2015
12. Negotiations	4:30 p.m.	January 06, 2016
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	January 11, 2016
14. End of Open File Period	2:00 p.m.	January 18, 2016
15. State sends contract to Contractor for signature		January 19, 2016
16. Contractor Signature Deadline	2:00 p.m.	January 26, 2016
17. Performance Bond Deadline	4:30 p.m.	January 28, 2016

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 general qualifications and experience items, mandatory requirement 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) are 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 Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed 100 pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). 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 oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond 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 using the Requirement Section and Requirement Number. 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.

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 # 32901-14103 TECHNICAL RESPONSE ORIGINAL"

and twenty (20) digital copies of the Technical Response each in the form of one (1) digital document in ".XLSX" EXCEL Version 2010 format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

Required Filenames for Responses to Requirements

00_General_IT_Technical.xlsx
01_Reception_Commitment.xlsx
02_Sentencing_Time.xlsx
03_Classification.xlsx
04_Case_Mgmt.xlsx
05_Security.xlsx
06_Discipline_Incidents.xlsx
07_Housing_Bed_Mgmt.xlsx
08_Medical.xlsx
09_Grievances.xlsx
10_Programs.xlsx
11_Scheduling.xlsx
12_STG_Gang_Mgmt.xlsx
13_Property.xlsx
14_Trust_Accouting.xlsx
15_Visitation.xlsx
16_Release_Discharge.xlsx
17_Community_Supervision.xlsx
50_Additional_Capability.xlsx
51_Distributed_Apps_Data_X.xlsx

"RFP # 32901-14103 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 # 32901-14103 COST PROPOSAL ORIGINAL"

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

"RFP # 32901-14103 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, excluding Attachment 50_Additional_Capability.xlsx, which has separate instructions listed in section 3.2.3.4 below, must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32901-14103 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 # 32901-14103 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:

3.2.3.4. **Attachment-50_Additional_Capability.xlsx.** must be placed in a sealed envelope separate from the technical response and cost proposal and will not be opened until both technical and cost sections have been evaluated and scored.

"RFP # 32901-14103 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:

MATT BRIMM, SOURCING ANALYST
TENNESSEE DEPARTMENT OF CORRECTION
CENTRAL PROCUREMENT OFFICE
DEPARTMENT OF GENERAL SERVICES
WRS TENNESSEE TOWER, 3RD FLOOR
312 ROSA L. PARKS AVE.
NASHVILLE, TN 37243

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.

3.3.8.4. This RFP is also subject to Tennessee Code Annotated, Section 12-4-101.

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**

From time-to-time, the State may 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 coverage(s) 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. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

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. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

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 *Tennessee Code Annotated*, Section 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 start date or after the Contract end date.

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 of service, 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.

Notwithstanding the above, pro forma Contract section A.8. provides for limited service Modification and Enhancement Requests without a formal Contract Amendment upon the documented mutual agreement by the Parties.

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 TYPE	RFP SECTION	SCORING METHOD
Disqualifier	SECTION A: MANDATORY REQUIREMENTS (Refer to RFP Attachment 6.2)	Pass/Fail
Weight/Score	SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE (Refer to RFP Attachment 6.2)	10
Weight/Score	SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (Refer to RFP Attachment 6.2)	45
Weight/Score	*SECTION D: ORAL PRESENTATION AND SOLUTION DEMONSTRATION (Refer to RFP Attachment 6.2)*	15
Score	*COST PROPOSAL SCHEDULE ((Refer to RFP Attachment 6.3)*	30
	Maximum Points	100

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. Each of the 17 functional areas listed within the RFP with be evaluated by a three (3) person team with support from subject matter experts.

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 the General Contracting Information & Requirements and Mandatory Requirements, and each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide. 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 within this RFP in accordance with the RFP Attachment 6.2 Section C, Technical Response & Evaluation Guide for each Narrative Response in Section C. Additionally, the SOLUTION Requirements Documents and RFP Responses Attachments (00_General_IT_Requirements through 17_Community_Supervision.xlsx) responses required to be completed by each Respondent for each Functional Area will be evaluated by each Proposal Evaluation Team member and scored as outlined in Attachment 57_Score_Outline.xlsx and in accordance with the RFP Attachment 6.2 Section C, Technical Response & Evaluation Guide for each Category within Attachment 57_Score_Outline.xlsx. Instructions for completing SOLUTION Requirements Documents and RFP Responses Attachments (00_General_IT_Requirements through 17_Community_Supervision.xlsx) are included and duplicated on a separate tab within each Excel document/attachment.

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. The Solicitation Coordinator will invite up to the top three (3) ranked Respondents to make an oral presentation and an application demonstration. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).

5.2.1.5.1. The oral presentations and application demonstration are mandatory. The Solicitation Coordinator will schedule Respondent presentations and demonstrations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their narrative responses and requirements denoted as out of the box or configurable. Respondents must not materially alter their responses and presentations and solution demonstrations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation and solution demonstration session. The record shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation and solution demonstration in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

5.2.1.5.7 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 within the top 3 in the technical evaluation and will then 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 a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.3.5. **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 negotiation 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 # 32901-14103 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 Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
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.

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 <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

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., *et. seq.*).	
		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 sub-contractor) (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 (*e.g.*, 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.	
	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 rating for the Respondent (NOTE: A credit bureau report number without the full report is	

		insufficient and will not be considered responsive.)	
	A.6.	Respondents must provide written confirmation that the software product(s) proposed for Prison Offender Management and Community Supervision, including Sentence Calculation and Time Accounting has been successfully implemented in at least one (1) state or one (1) mid-large local government jurisdiction. Confirmation must be through letter or email reference, including the State or Local Government Contact information, a listing of modules, the number of sites implemented per module, and number of months and/or years stated modules have been in production.	
	A.7.	Respondents must provide proof that they are the Offender Management software primary provider or key partners of the primary provider and that the proposed solution, provider, and environment for the proposed solution is CJIS (Criminal Justice Information Services) and FedRAMP Compliant.	
	A.8.	Respondents must provide written confirmation that the Proposed Solution has been hosted within a SaaS (Software as a Service) model and will be hosted within the continental United States; the data, including all historical backups of State information will be stored and maintained within the continental United States. Confirmation of a hosted solution must be through a formal letter from a State or mid-large local government jurisdiction reference, including the Contact information of the organization, a listing of modules, and the number of sites implemented per module, the host provider, if not the Respondent, and number of months and/or years in production within a SaaS model.	
	A.9.	Respondents must provide a written high level implementation strategy and approach that proved successful within another state or, identifying the state mid-large local government jurisdiction, listing all modules installed and if Pilot or Prototype Site(s) were utilized within the strategy provided. The State of Tennessee requires Pilot or Prototype Site(s) prior to rollout for any implementation strategy.	
	A.10.	Respondents must provide written confirmation that the Proposed Solution will provide all functionality to pass auditing requirements for the State to maintain American Correctional Association (ACA) accreditation. http://www.aca.org/ACA_Prod_IMIS/ACA_Member/Home/ACA_Member/Home.aspx	
	A.11.	Respondents must provide a training strategy and approach that has been proven successful. Provide State or mid-large local government jurisdiction Contact information, listing all modules installed with the strategy and approach provided.	
	A.12.	Respondents must provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage: (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million Dollars ($1,000,000) per occurrence for employers' liability, including waiver of subrogation on Certificate of Insurance. (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million Dollars ($1,000,000) per occurrence two million Dollars ($2,000,000) aggregate. This should also include a waiver of subrogation on Certificate of Insurance. (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million Dollars ($1,000,000) per occurrence and, (iv) Intellectual Property, Cyber-Risk/Network Security/Privacy Insurance (including third-party (cyber liability) and first-party (cybercrime/terrorism expense coverages)	

		with a direct loss/legal liability and consequential loss and expenses resulting from cyber security/network security breaches data loss, including protected health and personal information intellectual property and non-physical business interruption and extra expense, with combined single limit not less than five million dollars ($1,000,000) per occurrence and five million dollars ($5,000,000.00) aggregate. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date,(iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
	A.13.	Respondents must provide written confirmation that the Project Phases, listed below as Key Milestones, can be met by targeted dates, listed estimated number of resources and position titles. (A.4.1) Project Initiation completed and approved deliverables by a targeted date of January 29, 2016 (A.4.2) Project Management and Planning completed and approved deliverables by a targeted date of April 29, 2016 (A.4.3) Development completed and approved deliverables by a targeted date of May 19, 2017 (A.4.4) Implementation(s) with Rollout(s)completed and approved deliverables by a targeted date of January 26, 2018 (A.4.5) Transition(s) to Contractor Hosting completed and approved deliverables by a targeted date of January 31, 2018.	
	A.14.	Respondents must provide a written high level approach to move the State's current systems to a Service Oriented Architecture (SOA) framework.	
	A.15.	Respondents must provide documentation confirming the proposed solution provides the flexibility of open interfaces and exposed Application Program Interfaces (APIs)	
	A.16.	Respondents must provide written confirmation that the Respondent's Proposed Solution provides or will be modified at no charge to include the required capture of fields required for reporting to achieve the highest level for Performance Based Measurements (PBMS) for dashboards with the Association of State Correctional Administrators (ASCA) http://www.asca.net/articles/3506.	
	A.17.	Respondent's must provide written confirmation that the Proposed Solution complies to the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, protecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.	
	A.18.	Respondents must provide written confirmation listing all add on software and hardware product(s) required for the solution being proposed.	
	A.19.	Provide written confirmation that the software product(s) proposed will be compatible with mobile devices using iOS 6.0 or higher, Android 4.4 or higher and Windows 8.1 or higher.	
	A.20.	Provide written confirmation that the Respondent's team to be assigned to this project has experience working with cross-platforms in a single "enterprise" system development project.	
	A.21.	Provide written confirmation that the Respondent's team to be assigned to this project has experience working on projects that involve multiple prison facilities across one State or mid-large local government jurisdiction, including supervision of offenders on probation or parole.	
	A.22.	Provide written confirmation that the proposed key project leadership to be assigned to this project is qualified and has a minimum of one (1) year experience with the Proposed Solution.	

	A.23.	Respondents must provide written confirmation that the Proposed Solution is compatible with the requirements in RFP Attachment E - Pro Forma - State Technology Standard and Non-Disclosure Agreement.	
	A.24.	Respondent's Technical Response must not exceed 100 pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit)	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

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.e.*, 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 *nolo contendere* 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

RFP ATTACHMENT 6.2. SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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.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. (Reference 1.1 Statement of Procurement Purpose).
	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: (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: (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, Tennessee service-disabled veterans, 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, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled). (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, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (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

RFP ATTACHMENT 6.2. SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		characteristics only and **DO NOT INCLUDE DOLLAR AMOUNTS**). (ii) anticipated goods or services contract descriptions. (iii) name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. 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=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. 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, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	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: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract. (b) the procuring State agency name or department. (c) a brief description of the contract's scope of services. (d) the contract period and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent: ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. 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 must 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. The Respondent will be solely 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. (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference.

RFP ATTACHMENT 6.2. SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(c) Instruct the reference to: (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). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ 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 no obligation to clarify any reference information. .
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (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 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.
	B.19.	The State is amenable to making changes to the pro forma contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state law. The State, however, recommends that Respondents include with their proposal any alternative or supplemental suggested contract language that a Respondent would propose. Clearly indicate, by providing a “red-line” of the pro forma contract, all suggested alternative or supplemental contract language. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines. In addition to the “red-line” changes referenced above, the Respondent should also include in response to this Item B.19 any and all Respondent licensing provisions/agreements to which the

RFP ATTACHMENT 6.2. SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Respondent will expect the State to comply.
SCORE *(for all Section B—Qualifications & Experience Items above)* : *(maximum possible score = 10)*		

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 and how the project will be managed to ensure completion of the scope of services and accomplish required objectives, requirements, and project schedule.		**12**	
	C.2.	Provide a narrative that describes how the Proposed Solution will provide for adherence to all federal and state regulations and audit requirements governing State and the Department of Correction (TDOC Policy 111-01) Attachment 56_111-01_Policy_Audits. As these requirements change, any changes to the Proposed Solution must be managed in accordance with an agreed upon change management process to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx –Functional &Technical Requirements – 99.1 Administrative Policy and Legislative Statutes		**8**	
	C.3.	Provide a narrative that describes your company's approach to meet project deliverables and required milestones to satisfy mandatory implementation timeframe based on the defined scope and requirements RFP Attachments - Pro Forma – Item A.4. and Attachments 54_Deliverables_Chart.xlsx and 55_Contractor_Requirements.xlsx NOTE: Do not include any pricing or cost structures.		8	
	C.4.	Provide a narrative that illustrates how the Respondent will complete the delivery of a solution that is architected with technologies to ensure a consistent display of data navigation for entry, with accurate, flexible searches with selection filtering for display or reporting, and overall user ease of use to perform their specific jobs meeting the		12	

		requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements–99.2 Solution Wide			
	C.5.	Provide a narrative that describes how the Proposed Solution will provide and maintain as secured, role based, access for State staff and external users which must limit or restrict visibility and/or full access to screens, data, and reporting of that data as defined for each role meeting the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements–99.3 Role Based Access		4	
	C.6	Provide a narrative that describes how the Proposed Solution will provide a business rules management system which, among other functions, provides the ability to: register, define, classify, and manage all the State rules, verify consistency of rules definitions, without source code changes. (Rules that define or constrain aspects of State operations, legislation, and administration and always resolves to either true or false and will allow triggering for workflows or business decisions and notifications or alerts) to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.4 Business Rules Engine		**8**	
	C.7.	Provide a narrative that describes how the Proposed Solution will provide the State with a workflow management system, allowing for processes to be defined, decisions to be governed, and information routed for action or approval. Include in this narrative how this process will monitor the state of activities such as approval and processing of a form or document and then determines which new activity to transition to or end to complete, according to the defined process (workflow) to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.5 Process Workflows		8	
	C.8.	Provide a narrative that describes how the Proposed Solution will provide a document management system to access, scan, classify, categorize, organize, manage, relate to, and export any and all documents within a secured State wide document repository based on user and role permissions. (documents may include but not be limited to State policy, procedures manuals, court orders, offender information, photographs, audio/video files, training tutorials as well as other artifacts in multiple formats) to meet the requirements as summarized in RFP Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.6 Document Management		4	
	C.9.	Provide a narrative that describes how the Proposed Solution will provide role based Dashboards that offer easy to use, intuitively designed navigation through functional areas and solution defined Key Performance Indexes (KPIs), the utilization of drill-down functionality to access the details behind the KPIs, generate visually		4	

		dynamic reports, distill business insights by which to facilitate important business decisions in a timely fashion. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.7 Dashboards			
	C.10.	Provide a narrative that describes how the Proposed Solution will provide key reports with "out of the box" solutions and the reporting tool(s) required to easily create Ad-Hoc reports generated from the solution's underlying data. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.8 Reports		4	
	C.11.	Provide a narrative that describes how the Proposed Solution will effectively utilize the training tools that are within the solution (hover over help tips, click to instructions within a help guide) or current training tools and techniques, such as on-line learning, tutorials, train the trainer or others. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.9 Training		8	
	C.12.	Provide a narrative that describes how the Proposed Solution will provide for a 24 x 7 service level agreement in a vendor hosted environment (SaaS), with 99.9% uptime, including maintenance and upgrades, to all State Facilities, State Central Office Administration, and other connecting external entities. Attachment 51_Distributed_Apps_Data_X.xlsx and 00_General_IT_Technical.xlsx -Functional &Technical Requirements – 99.10 Technical Considerations		8	
	C.13.	Provide a narrative that describes how the Proposed Solution will provide other solution's applications to authenticate and securely interface to or exchange and share information, utilizing standards accepted by the criminal justice and correctional industries. Attachment 00_General_IT_Technical.xlsx - Functional &Technical Requirements – 99.11 Interfaces to Distributed Applications and Reference Attachment 51_Distributed_Apps_Data_X.xlsx		8	
	C.14.	Provide a narrative that describes how the Proposed Solution will provide for Felony Offenders to be processed into State facilities based on health assessments, interviews and prior criminal history that will result in a management plan and classification score to meet the requirements as summarized in RFP Attachment 01_Reception_Commitment.xlsx - Functional &Technical Requirements – 1.0.0 Reception and Commitment		**6**	
	C.15.	Provide a narrative that describes how the Proposed Solution will provide the ability to calculate an Inmate's sentence based on the Judgment Order issued by The Administrative Office of the Courts (AOC), that will consider the Inmates earned and loss of credits towards their release due to expiration of sentence or under supervision, in which, victims will receive notifications of release to meet the requirements as summarized in RFP Attachment 02_Sentencing_Time.xlsx - Functional		12	

		&Technical Requirements – 2.0.0 Sentencing General			
	C.16.	Provide a narrative that describes how the Proposed Solution will provide the ability to place an Inmate in the right bed based on their classification status set during pre-intake that will allow Classification Coordinators to schedule Inmates to attend programs and assist with their rehabilitative needs to meet the requirements as summarized in RFP Attachment 03_Classification.xlsx - Functional &Technical Requirements – 3.0.0 Classification		4	
	C.17.	Provide a narrative that describes how the Proposed Solution will provide facility Case Managers to assign, manage and monitor a caseload of Inmates over their total incarceration period, as well as, update their management and reentry plans for classification review and prepare for future release to meet the requirements as summarized in RFP Attachment 04_Case_Mgmt.xlsx - Functional &Technical Requirements – 4.0.0 Case Management		4	
	C.18.	Provide a narrative that describes how the Proposed Solution will provide the capability to handle, transport, move, account for and monitor Inmates appropriately and securely according to State policies and State legislative rules and regulations to meet the requirements as summarized in RFP Attachment 05_Security.xlsx - Functional &Technical Requirements – 5.0.0 Security		3	
	C.19.	Provide a narrative that describes how the Proposed Solution will provide the capacity to create, log and report on incidents involving Offenders, Inmates and Staff for review to decide a disciplinary course of action by Disciplinary Officers, which can include an Inmate appeal process and hearing to meet the requirements as summarized in RFP Attachment 06_Discipline_Incidents.xlsx - Functional &Technical Requirements – 6.0.0 Discipline and Incidents		3	
	C.20.	Provide a narrative that describes how the Proposed Solution will provide the ability to manage housing and bed allocation for Inmates throughout their incarceration period which includes inner and outer facility movement as well as victim notification of transfers and court/medical appointments to meet the requirements as summarized in RFP Attachment 07_Housing_Bed_Mgmt.xlsx - Functional &Technical Requirements – 7.0.0 Housing and Bed Management		**4**	
	C.21.	Provide a narrative that describes how the Proposed Solution will provide State staff a way to create and send alerts, notifications, schedule appointments and manage clinical records digitally with the ability to interface with HL7 standards to a 3rd party clinical application for submission and retrieval of information based on TDOC Policy related HIPAA compliancy and the Privacy Rule of 2003 appointments to meet the requirements as summarized in RFP Attachment 08_Medical.xlsx - Functional &Technical Requirements – 8.0.0 Medical, Mental Health, Dental, Pharmacy, Optometry		**2**	

	C.22.	Provide a narrative that describes how the Proposed Solution will provide Inmates the ability to file grievances which will be reviewed and tracked until closing to meet the requirements as summarized in RFP Attachment 09_Grievances.xlsx - Functional &Technical Requirements – 9.0.0 Grievances		**2**	
	C.23.	Provide a narrative that describes how the Proposed Solution will provide the State capability for an Inmate to be referred, accepted and assigned to a program or job where they will earn credits towards release, that will be tracked and managed until completion of the program or job to meet the requirements as summarized in RFP Attachment 10_Programs.xlsx - Functional &Technical Requirements – 10.0.0 Programs, Jobs, and Education		**4**	
	C.24.	Provide a narrative that describes how the Proposed Solution will provide a means to schedule an Inmate (incarcerated felon) or Offender (Community Supervision-Probation/Parole) for activities, visitation, appointments and movements that allows for creation, modifications, monitor and completion of said activity, appointment or movement to meet the requirements as summarized in RFP Attachment 11_Scheduling.xlsx - Functional &Technical Requirements – 11.0.0 Scheduling		**3**	
	C.25.	Provide a narrative that describes how the Proposed Solution will provide a gang and investigations identification, tracking, validation, monitoring and reporting method for Inmates, staff and/or external community affiliates (possible suspects in the community) to meet the requirements as summarized in RFP Attachment 12_STG_Gang_Mgmt.xlsx - Functional &Technical Requirements – 12.0.0 STG-Gang Management		**2**	
	C.26.	Provide a narrative that describes how the Proposed Solution will provide a means to identify, log, inventory, track, allocate to and dispose of Inmate property based on State policies) to meet the requirements as summarized in RFP Attachment 13_Property.xlsx - Functional &Technical Requirements – 13.0.0 Property		**2**	
	C.27.	Provide a narrative that describes how the Proposed Solution will provide a true accounting system of debit and credits as well as a way to appropriate fees accrued overtime while incarcerated and under Community Supervision that will interface with other 3rd party applications such as JPay to meet the requirements as summarized in RFP Attachment 14_Trust_Accouting.xlsx - Functional &Technical Requirements – 14.0.0 Trust Accounting		**1**	
	C.28.	Provide a narrative that describes how the Proposed Solution will provide the ability to track visitors requests, identification, visitor appointments and frequency of visits, approvals and denials of visits along with background check information for Inmates during their total incarceration period to meet the requirements as summarized in RFP Attachment 15_Visitation.xlsx -		**8**	

		Functional &Technical Requirements – 15.0.0 Visitation			
	C.29.	Provide a narrative that describes how the Proposed Solution will provide adequate time, in advance, of notification of an Inmates release and discharge from prison to Community Supervision (or as a Civilian) to develop a reentry plan, consider placement, parole review, notify victims, release and discharge from prison to meet the requirements as summarized in RFP Attachment 16_Release_Discharge.xlsx - Functional &Technical Requirements – 16.0.0 Release and Discharge		**8**	
	C.30.	Provide a narrative that describes how the Proposed Solution will provide for the tracking and application of fees while under supervision, as well as the Offender assignment to a Case Manager to review, refer and monitor while under supervision and the ability to show probable cause and administer sanctions if Offender violates supervision to meet the requirements as summarized in RFP Attachment 17_Community_Supervision.xlsx - Functional &Technical Requirements – 17.0.0 Community Supervision		**12**	
	C.31.	Provide a narrative that describes the process for prioritizing enhancements and code fixes (emergency and scheduled), within Release Management, of the Proposed Solution's base package released to all customers. If all or some customers are included in the process, describe how requests are prioritized and approved for inclusion of product release.		**1**	
	C.32.	Provide a narrative that describes the types of customizations included in the Proposed Solution's releases, and the characteristics and timing of product releases.		**1**	
	C.33.	Provide a narrative that explains your pricing structure (without including pricing information) for the Proposed Solution (by seat, user/group/site license, concurrent users, mobile licensing structure, other).		**1**	
	C.34.	Provide a summary explaining the processes, procedures and/or policies utilized to protect, store and exchange confidential data in transit and at rest.		**2**	

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)*	
Total Raw Weighted Score / **Maximum** Possible Raw Weighted Score *(i.e., 5 x the sum of item weights above)*	**X45** *(maximum possible score)* **= SCORE:**	
State Use – Evaluator Identification:		

State Use – Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION AND SOLUTION DEMONSTRATION. The Respondent must address ALL Oral Presentation and demonstration Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation 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.

*Reference Attachment 53_Demo_Outline.xlsx

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
D.1. Present an overview to represent the Respondent's understanding of the State's requirements and project schedule.		**3**	
D.2. Present an overview how the Proposed Solution will provide for adherence to all federal and state regulations and audit requirements governing State and the Department of Correction. As these requirements change, illustrate how changes to the Proposed Solution are managed in accordance through a change management process.		**3**	
D.3. Present an overview of the Respondent's approach to ensure project deliverables and required milestones are met for a project of this size and scope, including implementation timeframes based on the defined scope and requirements SECTION A: MANDATORY REQUIREMENTS. A.1.13. (Reference Attachments 54_Deliverables_Chart.xlsx and 55_Contractor_Requirements.xlsx.		**5**	
D.4. Present an overview of the Proposed Solution that is architected with technologies to ensure a consistent display of data navigation for entry, with accurate, flexible searches with selection filtering for display or reporting, and overall user ease of use to perform their specific jobs.		**5**	

D.5. Present an overview of how the Proposed Solution will provide and maintain as secured, role based, access for State staff and external users which must limit or restrict visibility and/or full access to screens, data, and reporting of that data as defined for each role.		**5**	
D.6. Present an overview for how the Proposed Solution will provide a business rules management system which, among other functions, provides the ability to: register, define, classify, and manage all the State rules, verify consistency of rules definitions, without source code changes. (Rules that define or constrain aspects of State operations, legislation, and administration and always resolves to either true or false and will allow triggering for workflows or business decisions and notifications or alerts.		**5**	
D.7. Present an overview for how the Proposed Solution will provide the State with a workflow management system, allowing for processes to be defined, decisions to be governed, and information routed for action or approval.		**5**	
D.8. Present an overview for how the Proposed Solution will provide a document management system to access, scan, classify, categorize, organize, manage, relate to, and export any and all documents within a secured State wide document repository based on user and role permissions.		**5**	
D.9. Present an overview of how the Proposed Solution will provide role based Dashboards that offer easy to use, intuitively designed navigation through functional areas and solution defined Key Performance Indexes (KPIs), the utilization of drill-down functionality to access the details behind the KPIs, generate visually dynamic reports, distill business insights by which to facilitate important business decisions in a timely fashion.		**5**	
D.10. Present an overview of how the Proposed Solution provides key reports with "out of the box" solutions and the reporting tool(s) required to easily create Ad-Hoc reports generated from the solution's underlying data.		**5**	
D.11. Present an overview of how the Proposed Solution will effectively utilize the training tools that are within the solution (hover over help tips, click to instructions within a help guide) or current training tools and techniques, such as on-line learning, tutorials, train the trainer or others.		**5**	
D.12. Present an overview of how the Proposed Solution will provide for a 24 x 7 x 365 service level agreement in a vendor hosted environment (SaaS), with 99.9% uptime, including maintenance and upgrades, to all State Facilities, State Central Office Administration, and other connecting external entities.		**5**	
D.13. Present an overview of how the Proposed Solution will provide other solution's applications to authenticate and securely interface to or exchange and share information, utilizing standards accepted by the criminal justice and correctional industries.		**5**	
D.14 Demo how the Proposed Solution performs the processes required for the intake and assessment of Offenders into State facilities based on health assessments, interviews and prior criminal history that will result in a management plan and		**3**	

classification score to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 01_Reception_Commitment.xlsx - Functional &Technical Requirements – 1.0.0 Reception and Commitment			
D.15. Demo how the Proposed Solution will provide the ability to calculate an Inmate's sentence based on the Judgment Order issued by The Administrative Office of the Courts (AOC), that will consider the Inmates earned and loss of credits towards their release due to expiration of sentence or under supervision, in which, victims will receive notifications of release to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 02_Sentencing_Time.xlsx - Functional &Technical Requirements – 2.0.0 Sentencing General		**4**	
D.16. Demo how the Proposed Solution will provide the ability to place an Inmate in the right bed based on their classification status set during pre-intake that will allow Classification Coordinators to schedule Inmates to attend programs and assist with their rehabilitative needs to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 03_Classification.xlsx - Functional &Technical Requirements – 3.0.0 Classification		**4**	
D.17. Demo how the Proposed Solution will provide facility Case Managers to assign, manage and monitor a caseload of Inmates over their total incarceration period, as well as, update their management and reentry plans for classification review and prepare for future release to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 04_Case_Mgmt.xlsx - Functional &Technical Requirements – 4.0.0 Case Management		**4**	
D.18. Demo how the Proposed Solution will provide the capability to handle, transport, move, account for and monitor Inmates appropriately and securely according to State policies and State legislative rules and regulations to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 05_Security.xlsx - Functional &Technical Requirements – 5.0.0 Security		**3**	
D.19. Demo how the Proposed Solution will provide the capacity to create, log and report on incidents involving Offenders, Inmates and Staff for review to decide a disciplinary course of action by Disciplinary Officers, which can include an Inmate appeal process and hearing to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 06_Discipline_Incidents.xlsx - Functional &Technical Requirements – 6.0.0 Discipline and Incidents		**2**	
D.20. Demo how the Proposed Solution will provide the ability to manage housing and bed allocation for Inmates throughout their incarceration period which includes inner and outer facility movement as well as victim notification of transfers and court/medical appointments to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 07_Housing_Bed_Mgmt.xlsx - Functional &Technical Requirements – 7.0.0 Housing and Bed Management		**3**	

D.21. Demo how the Proposed Solution will provide State staff a way to create and send alerts, notifications, schedule appointments and manage clinical records digitally with the ability to interface with HL7 standards to a 3rd party clinical application for submission and retrieval of information based on TDOC Policy related HIPAA compliancy and the Privacy Rule of 2003 appointments to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and _Medical.xlsx - Functional &Technical Requirements – 8.0.0 Medical, Mental Health, Dental, Pharmacy, Optometry		**3**	
D.22. Demo how the Proposed Solution will provide Inmates the ability to file grievances which will be reviewed and tracked until closing to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 09_Grievances.xlsx - Functional &Technical Requirements – 9.0.0 Grievances		**2**	
D.23. Demo how the Proposed Solution will provide the State capability for an Inmate to be referred, accepted and assigned to a program or job where they will earn credits towards release, that will be tracked and managed until completion of the program or job to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 10_Programs.xlsx - Functional &Technical Requirements – 10.0.0 Programs, Jobs, and Education		**4**	
D.24. Demo how the Proposed Solution will provide a means to schedule an Inmate (incarcerated felon) or Offender (Community Supervision-Probation/Parole) for activities, visitation, appointments and movements that allows for creation, modifications, monitor and completion of said activity, appointment or movement to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 11_Scheduling.xlsx - Functional &Technical Requirements – 11.0.0 Scheduling		**4**	
D.25. Demo how the Proposed Solution will provide a gang and investigations identification, tracking, validation, monitoring and reporting method for Inmates, staff and/or external community affiliates (possible suspects in the community) to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 12_STG_Gang_Mgmt.xlsx - Functional &Technical Requirements – 12.0.0 STG-Gang Management		**4**	
D.26. Demo how the Proposed Solution will provide a means to identify, log, inventory, track, allocate to and dispose of Inmate property based on State policies) to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 13_Property.xlsx - Functional &Technical Requirements – 13.0.0 Property		**3**	
D.27. Demo how the Proposed Solution will provide a true accounting system of debit and credits as well as a way to appropriate fees accrued overtime while incarcerated and under Community Supervision that will interface with other 3rd party applications such as JPay to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 14_Trust_Accouting.xlsx - Functional &Technical Requirements – 14.0.0 Trust Accounting		**4**	

D.28. Demo how the Proposed Solution will provide the ability to track visitors requests, identification, visitor appointments and frequency of visits, approvals and denials of visits along with background check information for Inmates during their total incarceration period to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 15_Visitation.xlsx - Functional &Technical Requirements – 15.0.0 Visitation		**2**	
D.29. Demo how the Proposed Solution will provide adequate time, in advance, of notification of an Inmates release and discharge from prison to Community Supervision (or as a Civilian) to develop a reentry plan, consider placement, parole review, notify victims, release and discharge from prison to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 16_Release_Discharge.xlsx - Functional &Technical Requirements – 16.0.0 Release and Discharge		**3**	
D.30. Demo how the Proposed Solution will provide for the tracking and application of fees while under supervision, as well as the Offender assignment to a Case Manager to review, refer and monitor while under supervision and the ability to show probably cause and administer sanctions if Offender violates supervision to meet the requirements as summarized in RFP Attachment(s) 53_Demo_Outline.xlsx and 17_Community_Supervision.xlsx - Functional &Technical Requirements – 17.0.0 Community Supervision		**4**	
D.31. Present an overview to represent the types of customizations included in the Proposed Solution's releases, and the characteristics and timing of product releases.		**1**	
D.32. Present the company's pricing structures (without including pricing information) for the Proposed Solution (by seat, user/group/site license, concurrent users, mobile licensing structure, other).		**1**	
D.33. Present an overview of the Respondent's policy, procedures, and compliance for storing, exchanging, and protecting confidential data in transit and at rest.		**2**	
Total Raw Weighted Score *(sum of Raw Weighted Scores above)***:** The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

total raw weighted score / **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)*	**X 15** *(maximum section score)*	**= SCORE:**	

State Use – Evaluator Identification:

RFP ATTACHMENT 6.2.— SECTION D

State Use – Solicitation Coordinator Signature, Printed Name & Date:

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	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Project Initiation (see RFP Pro Forma Contract, Section, A.4.1.)	**$ / Phase**	1	
Project Planning (see RFP Pro Forma Contract, Section, A.4.2.)	**$ / Phase**	1	
Project Development (see RFP Pro Forma Contract, Section, A.4.3.)	**$ / Phase**	1	
Project Implementation with Pilot(s) and roll-out(s) (see RFP Pro Forma Contract, Section, A.4.4.)	**$ / Phase**	1	
Transition to Contractor Hosted Services (see RFP Pro Forma Contract, Section, A.4.5.) See Chart below. Must be included with RFP Attachment 6.3.	**$ / Phase**	1	

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.	
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **X 30** **(maximum section score)** **= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:	

Service Description	**Amount** (per compensable increment)				
	Hosting Year One*	Hosting Year Two*	Hosting Year Three**	Hosting Year Four	Hosting Year Five
Hosting Plan Cost – *as detailed in Contract Section A.4.5.*	Included in Implementation	Included in Implementation	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour
Modification and Enhancement Requests (MERs) – *as detailed in Contract Section A.4.3.o.******	Included in Implementation	Included in Implementation	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour

Service Description	**Amount** (per compensable increment)				
	Hosting Year Six	Hosting Year Seven	Hosting Year Eight	Hosting Year Nine	Hosting Year Ten
Hosting Plan Cost – *as detailed in Contract Section A.4.5.*	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour
Modification and Enhancement Requests (MERs) – *as detailed in Contract Section A.4.3.o.******	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour

***All support and implementation cost will be included in the fixed cost proposal for Hosting Year One and Hosting Year Two.**

****Upon completion and State approval of the Proposed System Installation, the State shall retain 10% of the total cost for a warranty period of one (1) year as per PRO FORMA Section A.9. and C.3.B.**

*****Modifications and enhancements that will not be incorporated into the base system begins upon full implementation and acceptance by the State.**

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 # 32901-14103 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 # 32901-14103 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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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

RFP # 32901-14103 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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 45)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
ORAL PRESENTATION AND DEMONSTRATIONS **(maximum: 15)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP ATTACHMENT 6.6.

RFP # 32901-14103 *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 Contractor ID

Goods or Services Caption (one line only)

Sub recipient or Contractor	CFDA #
☐ Subrecipient ☐ Contractor	

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)

☐ 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.

☐ Other:

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

☒ Competitive Selection	RFP process utilized
☐ 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 an automated offender management solution, 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.1.a Contractor shall provide the following services for the State:

i. Contractor shall configure, develop, implement, support, maintain and host an Offender Management Solution ("OMS") for the State. In addition, Contractor shall train State staff in the usage of the Offender Management Solution. Upon termination of the Contract all Confidential Information shall be returned to the State or destroyed by Contractor. Upon termination of the Contract, all Confidential Information in a digital format, or stored or used in an electronic format will be destroyed or overwritten.

ii. The Contractor's approach to project management shall utilize the State's Tennessee Business Solution Methodology, which follows the Project Management Body of Knowledge (PMBOK) Guide for the management and control of the OMS project including, at a minimum, a project management methodology, a quality management methodology (quality assurance and testing best practices), and a software development methodology Software Development Life Cycle-SDLC). The Contractor may utilize their project control toolset in its project management approach, but must provide project schedules, work breakdown structure, activities by resource, project status and risks to the State's enterprise portfolio management tool, PlanView and Microsoft Project.

iii. The Contractor shall provide a Project Management Team. The project Manager shall have experience implementing system-wide prison systems. At least one member of the project management team will have a minimum of one (1) years' experience implementing the Contractor's OMS in Prisons and Community Supervision environments. A member of the Team shall have project management experience and Project Management Professional (PMP) certification preferred, and Team Leads with experience and understanding of take charge, lead, or when to contribute. Contractor shall maintain a business office in Tennessee with a commercial address and with personnel available to meet with the State when needed in connection with the services set forth in the contract.

A.1.b The Contractor agrees to perform all of the requirements within the Scope of Work outlined below:

a. Provide a solution that meets or exceeds the functionality for the business processes within the identified mandatory requirements within the documents named below and included with this contract as Attachments:

00_General_IT_Technical.xlsx
01_Reception_Commitment.xlsx
02_Sentencing_Time.xlsx
03_Classification.xlsx
04_Case_Mgmt.xlsx
05_Security.xlsx
06_Discipline_Incidents.xlsx
07_Housing_Bed_Mgmt.xlsx
08_Medical.xlsx
09_Grievances.xlsx
10_Programs.xlsx
11_Scheduling.xlsx
12_STG_Gang_Mgmt.xlsx
13_Property.xlsx
14_Trust_Accouting.xlsx
15_Visitation.xlsx
16_Release_Discharge.xlsx
17_Community_Supervision.xlsx
18-49 Reserved and are not part of this contract
51_Distributed_Apps_Data_X.xlsx
54_Deliverables_Chart.xlsx
55_Contractor_Requirements.xlsx

b. Provide a Project Manager for the work associated with the implementation of this solution
c. Provide an Escrow Agreement
d. Provide a Performance Bond.
e. Provide a Project Management Plan
f. Provide a Performance Management Plan
g. Provide an Acceptance Management Plan
h. Provide a Contractor Solution Plan
i. Provide a Communications Plan
j. Solution Process Improvement Plan with KPIs
k. Provide an Organizational Change Management Plan
l. Provide a Project Change Management Plan
m. Provide a Change Management Plan including targeted written and oral communication for a smooth implementation and least impact to TDOC operations
n. Provide a Resource Management Plan
o. Provide a Risk Management Plan
p. Assist in preparing and conducting a Project Kick-off Meeting
q. Provide a Fit Gap Analysis with Gap Mitigation Plan, including validation documents
r. Provide a Requirements Management Plan with Traceability Matrix
s. Provide a Data Conversion and Migration Plan, complete the migration process, and convert legacy data for use in the Offender Management Solution
t. Provide a Data Interface Plan, with design and implementation timelines included in the Project Schedule
u. Provide a Work Breakdown Structure (WBS) and associated progress reporting.
v. Provide a Solution Infrastructure Resource Plan, which includes a System Design, Security Design, including Technical Specifications

w. Provide a Solution Configuration Management Plan to be utilized by the State and Contractor during testing, Pilot(s) and Roll-out implementation

x. Provide a Solution Business Rules Setup Plan to be utilized by the State and Contractor during testing, Pilot(s) and Roll-out implementation

y. Provide a Solution Workflow Setup Plan to be utilized by the State and Contractor during testing, Pilot(s) and Roll-out implementation

z. Construct the Solution utilizing all approved Project Management and governance plans associated with configuration, infrastructure, security, risk, data migration, changes, and resource management activities

aa. Provide Solution and State Security, Roles and Accessibility Plan based on State security requirements, FBI CJIS Security Policy requirements, FBI FedRAMP compliance, and any State Audit controls

bb. Provide a Required Application Interfaces Plan, to be utilized by the State and Contractor during the Interface Design, Construct, and Test activities

cc. Provide a Required Data Exchange Development Plan to be utilized in the Data Exchange Design, Construct, and Test activities

dd. Provide User Acceptance Test Plan

ee. Adhere to approved Test Plans, including Unit Testing as well as Infrastructure, I Integration, Data Exchange, Security, Functional testing, as well as documentation, for User Acceptance Testing and Pilot(s) with Roll-out Implementation(s) for operational readiness

ff. Provide a defect tracking log for all test results, dates, tester, environments, root cause, and remedy

gg. Provide a Modifications and Enhancement Requests (MER) Plan to be utilized for all enhancements and requests for presenting for approval through the Change Management process

hh. Provide a Training Plan, Training materials (online, tutorials, guides), and train State staff

ii. Conduct a Pilot Implementation following the Pilot Implementation Plan and scheduled timelines. Utilize that plan and lessons learned for any Subsequent Pilot Implementations to deliver a dynamic system that is secure and confidential and meets all of the requirements listed within this document

jj. Prepare and conduct an Implementation Plan to be utilized for Roll-out implementations with prior State written approval

kk. Deliver a SaaS Solution within a CJIS and FedRAMP compliant hosted environment and provide services that are compliant with Federal and State Regulations as listed below:

i. be in compliance with all applicable sections of Tennessee Code Annotated (TCA) Titles 13- Civil Code, 28 -Transportation, Chapter 4- Driving Under the Influence, 31 -Prisons and Prisoners, Chapter 2 State Prison and Chapter 3 - Executive Clemency and 41-State Government, Chapter I I-State Department of Correction

ii. be in compliance with and maintain all applicable sections of the American Correctional Association (ACA) audit guidelines for State's ACA accreditation

iii. maintain a master record file that is in compliance with TCA Title 3I, Article 2 -Prisons, 3I-22 I.

iv. conform to Tennessee Code Annotated (TCA) security standards and protocols

v. conform to Tennessee State Governance for Electronic Health Records and Electronic Management of Records as determined by State Legal entities for data exchange.

vi. comply to the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, protecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

vii. to meet and comply with the State and Federal audit

ll. Provide one-year Warranty Period after Go-Live (Roll-out Implementation complete) date

mm. Provide a Post Implementation Review, including Post implementation assessment and written State approval

nn. Provide a Hosting Support Plan and service the agreements within this document related to hosting, maintaining, and upgrading the solution and required environment

oo. Provide and support a Disaster Recovery Plan that is approved in writing by the State to adhere to State policy and required service levels

pp. Maintain and upgrade the solution to a dynamic, secure, hosted, web-based solution, with mobile capability, that meets all of the requirements listed in this document once post implementation assessment has been State approved and transition to hosting is established

qq. Provide and follow the Release Management Plan (RMP) for all upgrades and maintenance to the solution and its environment that provide for a minimum of 3 release per year and be at the discretion of the State for the incorporation and scheduling of the release

rr. Develop and submit a Contingency of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events

ss. Provide support and maintenance for the Proposed Solution that will commence with the State's acceptance and written approval of the Post-Implementation Assessment

tt. Deliver reports related to services provided pursuant to this Contract as described in Contract Sections A.4 defined with State written approval within each Plan listed within this document

A.2. Service Definitions. Following are key definitions related to specific services requested in this Contract. Contract 52_Glossary.xlsx –Glossary of Terms and Acronyms contains additional terms and acronyms used by the State related to the services requested in this Contract and RFP.(Attachment 52_Glossary.xlsx)

A.3. Service Goals. The goal is to achieve a statewide offender management solution that is hosted within a SaaS model, enabling the State to reduce the dependence on paper and provide a central repository of offender information for use across State entities for management of the offender population and across other partnering entities within and outside the State.

The offender management solution will provide a SaaS hosted solution within a CJIS (https://www.fbi.gov/about-us/cjis) and FedRAMP (https://www.fedramp.gov/) compliant environment.

As a SaaS (Software as a Service) model, the solution will be hosted within the continental United States. The proposed solution's data capture and store process, including all historical backups of State information will be stored and maintained within the continental United States.

The proposed solution will provide a mobile ready application and be compatible with mobile devices using iOS 6.0 or higher, Android 4.4 or higher and Windows 8.1 or higher.

During all phases of this project, the proposed solution must interoperate with TOMIS until the proposed solution has replaced all State required functionality documented within the Technical Requirements Section of this RFP.

COMET Milestone and Project Phase	Description	Target Completion Date
(A.4.1) Project Initiation	Work with the State to review and develop high level Contractor solution(s) plans, introduce those plans to the State for formal approval to begin the Project Planning Phase. Contractor will participate in a formal Project Kick-off meeting led by the State.	Jan 29, 2016
(A.4.2) Project Management and Planning	Work with the State to determine and establish the project scope, define and refine the project objectives, resource requirement and develop the approach to achieve the defined and refined objectives with the selected Contractor's solution(s)	Apr 29, 2016
(A.4.3) Development	Work with the State to define and complete all activities required to ensure pilot success, including but not limited to security, roles, configurations, business rules, policy review, reporting, testing with quality assurance, pre-pilot environment setup to ensure solution and environment(s) are pilot ready.	May 19, 2017
(A.4.4) Implementation(s) with Rollout(s)	Work with the State to ensure the Implementation and Rollout Plan provided in (A.4.4) Project Initiation includes the approval of appropriate pilot site(s) identified to be least impactful to State operations. Contractor shall develop a final Pilot and Rollout Implementation Schedule of Activities and Events, including training and documentation.	Jan 26, 2018
(A.4.5) Transition(s) to Contractor Hosting	Work with the State to transition from (A.4.4) Implementation(s) with Rollout(s) to a Contractor Hosted Support Services environment (A.4.5), with State and Contractor roles and responsibilities fully defined, after a Post Implementation (lessons learned) document is complete and State approved.	Jan 31, 2018

NOTE: Based upon estimated award date window of mid-December 2015 to mid-January 2016

A.4. Service Description. The Contractor shall deliver the services outlined herein.

A.4.1 Project Initiation:

a. Start-up / Incoming Transition. The Contractor shall coordinate with the State to plan and implement a complete transition to the state agreed to Contractor's support model. This Transition shall include, but is not limited to:

iv. Orientation program to introduce State personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes

v. State transition of historic project knowledge assets to the Contractor

vi. Review and evaluation of the Contractor's current support services

vii. Contractor completion of all applicable government-approved privacy and security training.

viii. Contractor shall designate a single Contractor Project Manager to serve as the Contractor's primary point of contact to the State for all activities and issues. The Contractor shall ensure that their Project Manager provides sufficient management of the project to ensure that all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Project Director to ensure that Contractor activities are managed consistently with overall Contract requirements.

ix. The Contractor Project Manager shall ensure timely and accurate submission of project management deliverables to the State Project Director as listed in Section A.4.

b. Performance Management Plan. The Contractor shall provide a performance management plan that will include a detailed description of the methodologies, tools, and procedures in which the Contractor will manage and measure performance. The plan must also provide a listing of the items that will be measured, frequency of measurement, and appropriate metrics. The Contractor will obtain State written approval of this plan.

c. Acceptance Management Plan. The Contractor shall work with the State to refine and deliver an acceptance management plan for the review and written approval by the State of all project Deliverables including document-based Deliverables and software-based Deliverables.

d. Contractor Solution Plan. The Contractor shall develop, present and obtain the State's written approval to ensure agreement on the project approach, Contractor and State roles and responsibilities, implementation strategy, identified known risks, and management areas which includes recommendations for the best solution approach to minimizing solution customizations and out of the box utilization of the solution.

e. Communications Management Plan. The Contractor shall develop, present and obtain the State's written approval to ensure agreement on the Communication Management Plan which sets the communications framework for the project. It serves as a guide for communications throughout the life of the project. This is a working document and will be updated as communication needs change. This plan identifies and defines the stakeholders of THE project with whom it is critical to communicate. The plan will contain a Communication Matrix which maps specific messages to stakeholders or stakeholder groups. The items captured on the Communications Matrix are to be built into the Project Schedule.

i. Weekly Status Report. The Contractor shall prepare and distribute to designated stakeholders a report to include at minimum:

a. synopsis of the status for current activities
b. outstanding issues and expected resolution dates
c. expended level of effort/burn rate
d. key risks/issues
e. tracked items at minimum for the report are:
   i. open technical questions
   ii. requests for information
   iii. schedule and tasks for resources for the coming week
   iv. report any changes to the schedule
   v. assessment of progress against plan and any slipped or slipping tasks
   vi. planned tasks not worked or completed during the report period
   vii. must include an explanation of the failure to meet the schedule and detailed plans to overcome the failure and prevents its recurrent requests for documentation
   viii. track progress against the State approved Project Schedule

ii. Monthly Status Report. The Contractor shall prepare and submit to the Project Steering Committee a Monthly Progress Report throughout the Contract duration. Monthly Progress Reports shall contain, at a minimum:

a. Progress towards project milestones
b. Explanations of schedule variances relative to the previous month's progress report and the baseline schedule and cost projections
c. Updates on implementations
d. Status of deliverables
e. Action Items and status
f. Status of Modification and Enhancement Requests (MERs)

Note: The State's Project Director may add additional criteria to the MPR

f. Solution Process Improvement Plan with KPIs. The Contractor shall develop, present and obtain the Project Team written approval to ensure agreement on the Business Process Improvement Plan to accomplish the following objectives:

i. Provide an overview of how the solution will assist the organization's goals and objectives

ii. Review the identified "as is" core business processes and business process improvements

iii. Identify key areas that will experience key performance improvements to core business processes ("to be"), in order to optimize the use of resources and provide key performance indicators with projected measures for how the solution provides the performance improvement.

g. Organizational Change Management Plan. The Contractor shall co-develop, present and obtain the Project Team written approval to ensure agreement on the Organizational Change Management Plan. This plan shall provide them with an understanding of the methodology and processes driven by the solution and required to manage impacts of change on staff and productivity of the State within the Department and with other outside entities who work closely with the State.

h. Resource Management Plan. The Contractor shall co-develop a Resource Management Plan to achieve project success by ensuring human resources, work

location, infrastructure and software toolsets are planned and in place for productive use of resources. The Contractor will obtain State written approval of this plan to ensure the appropriate State and Contractor human resources with the necessary skills are acquired or designated, trained if any gaps in skills are identified, team building strategies are clearly defined, and team activities are effectively managed throughout the project until closure. The State reserves the right to review and approve resumes and participate in interview processes for all key personnel for the project.
This plan includes information regarding the following topics:

i. Roles and responsibilities of team members (both State and Contractor) throughout the project

ii. Project organization charts

a. Staffing management plan to include:
b. How both State and Contractor resources will be sourced
c. Timeline for required resources/skill sets
d. Training plan for State resource skills development
e. Performance measurements

iii. Plan for establishment of a productive work environment for the human resources at determined locations with workstations established.

i. Risk Management Plan. The Contractor shall develop a Risk Management Plan to establish the framework in which the project team will identify risks and develop strategies to mitigate or avoid those risks. This plan also defines how risks associated with the project will be recorded, and monitored throughout the lifecycle of the project. The Contractor will obtain State written approval of this plan. This Risk Management Plan includes the following sections:

i. Risk Management Approach – Deciding how to approach and conduct the risk management activities for the project

ii. Roles & Responsibilities – Defining how each team role contributes to managing the risk process

iii. Risk Identification – An initial and continuous effort to identify, quantify and document risks as they are identified.

iv. Risk Prioritization & Categorization – Evaluate identified risks to determine probability of occurrence, impact, and timeframe.

v. Risk Response Planning - Establish an action plan for risk and assign responsibility.

vi. Risk Monitoring, Controlling, & Reporting – Capture, compile, and report risk using the Risk Register

vii. Issue Management Plan – a plan for documenting, tracking, and reporting issues, including the process for elevating issues for joint management decision by both the Contractor and the State.

j. Project Kick-off Meeting and Presentation. The Contractor shall participate in a State led Kick-off Meeting. The purpose of the Kick-off Meeting shall be to introduce the Contractor to project stakeholders, and ensure agreement regarding project objectives, timelines, roles and responsibilities, strategy, and known risks. The Contractor shall co-prepare and co-deliver a presentation for the kickoff

meeting that synthesizes the Contractor's approach to the overall project at a high level and covering at minimum:

i. Introduction to the Contractor Team
ii. Key milestones with Baseline Dates
iii. Project Objectives and Priorities
iv. Project Management Strategy
v. Contractor and State Roles and Responsibilities
vi. Known Risks
vii. Quality Assurance and Testing Strategy
viii. Implementation Plan (Logical Functional Area Grouping or All)
ix. Pilot and Roll-out Strategy

A.4.2 Project Management and Planning:

a. Project Management Plan. The Contractor shall work with the State Project Director to develop a master Project Management Plan that describes the approach, activities, stages, duration, risks, and implementation for all Project work. The State will be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Project Director the following for inclusion to the master Project Management Plan and additional plans: established milestones, schedule baseline and work breakdown structure with activities list, change management, communications management, cost management, quality control management, risk management, maintenance of resources for the project, skills sets available, vacation time, hiring/firing of Contract personnel. The Contractor will obtain State written approval of this plan.

b. Project Change Management Plan. The contractor shall develop and obtain State Project Director's written approval for a plan to manage project changes including, but not limited to: processes, scope, resources, and implementation.

c. Fit Gap Analysis with Gap Mitigation Plan. The Contractor shall work with the State to review and ensure the mandatory RFP requirements (Functional and Technical) are mapped to each requirement, and documented to the extent that the Contractor's solution meets each requirement. The Contractor will obtain State written approval of this plan. The Contractor shall use its responses to requirements in requirements files attached and identified in RFP Section 3.2. Response Delivery 3.2.2.1 for the verification process. The Contractor shall document any necessary requirement changes or requirement gaps identified as a result of the requirements verification process are met, identifying gaps and resolving an agreed upon solution for gap closures prior to completion of the Project Schedule (A.4.2.h) below.

d. Requirements Management Plan with Traceability Matrix. The Contractor will work with State project team members, to verify the requirements outlined in RFP Attachment 6.2., using a Requirements Matrix and to map and document the extent that the Contractor's offender management solution meets each requirement. The Contractor shall use its responses to RFP requirements files attached and identified in RFP Section 3.2. Response Delivery 3.2.2.1 for the verification process. The Contractor shall document any necessary requirements changes or requirement gaps identified as a result of the requirements verification process.

The Contractor shall prepare and deliver to the State for review and written approval a Requirements Verification and Specification deliverable that includes:

i. Recommendations for improvements to requirements identified in RFP Section 3.2. Response Delivery 3.2.2.1 based on the Contractor's solution to interoperate with TOMIS during Pilot and Implementation phases

ii. Business Requirements Specifications, which detail the specific features and functions of each requirement which can be utilized by the State as a means of preparing User Acceptance Testing (UAT) for the Implementation phases

iii. A Requirements Traceability Matrix specifically maintained for the entire life of the Solution. Contractor RFP responses will be mapped through User Acceptance Testing and implementation and contain:

a. Requirements listed within the attached files and identified in RFP (Section 3.2. Response Delivery 3.2.2.1) will be utilized to for the verification process and documentation of any changes or gaps identified during the requirements verification process will be numbered the same as the Requirement Number within each file
b. cross-references of each requirement to the Business Requirements Specifications
c. cross-references to all State approved requirement changes, back to the history of the RFP Requirements files attached and identified in RFP Section 3.2. Response Delivery 3.2.2.1.
d. The Contractor shall not proceed with the Implementation phases until the Requirements Verification and Specification deliverable is completed and accepted, in writing, by the State.

e. Business Rules Traceability Matrix. The Contractor shall work with the State to ensure current business rules, if not included as standard within the Solution, are configured, documented, and implemented with the Solution.

f. Data Migration Plan. The Contractor shall work with the State's Data Team to create a data migration plan that describes the strategy, approach, and design for migrating existing offender data from TOMIS to the Solution. The Contractor will obtain State written approval of this plan. The Data Migration Plan shall include a strategy that addresses the phased deployment of the Solution and shall include analysis for the migration of TOMIS data, which includes documentation of the data mapping from current system(s) data to the Proposed Solution for offender management, legislative mandated, policy, and audit related data to ensure current functionality is not lost with the new Solution
The Data Migration Plan shall describe how data that exists for an offender in more than one location will be identified, inspected, and combined, if necessary, into a single offender record without duplication in Proposed Solution. The Contractor shall also review the data integrity, in the context of interfaces and shall include in the Data Migration, a conversion plan, recommended changes, and how the Contractor will execute those changes to ensure the quality of the migrated/converted data. Additionally, the Data Migration/Conversion Plan shall define how the Contractor will maintain synchronization between the legacy system data and full implementation of the Proposed Solution for all locations.

Prior to the State's award of the RFP, the State's Data Migration team shall use "best efforts" to adequately document the "current state" of the existing legacy systems as well as to prepare, normalize and cleanse the data on a prioritized business/mission critical basis.

The primary legacy system (TOMIS) currently exists within a mainframe environment consisting of DB2 Database objects. Other components of the legacy system include SQL and Oracle databases, distributed applications and data exchanges. (Reference Attachment 51_Distributed_Apps_Data_X.xlsx)

For DB2 objects that have been successfully transferred, synchronized, analyzed and tested/validated along with logs, scripts and narrative documentation of the processes and procedures used will be available to the Contractor.

These DB2 database objects, including tables and views, with their respective data elements (fields/columns) will be transformed into a normalized SQL database (SQL server 2012 enterprise) along with complete mappings (DB2 table/field names to SQL table column names)and data type conversions.

Data dictionaries will be generated (various media available including Dynamic/Interactive HTML, PDF and MS Word) containing table and column names, respective data type (text, number), precision (size, length) as well as other characteristics such as primary /foreign keys, indexes, dependencies and existing constraints.

Listings and illustrative diagrams of known existing distributed applications and data exchanges interfacing with the legacy systems will be available to Contractor. Each item will include a short narrative description, the particular legacy system impacted /utilized as well as whether it consists of input only, output only or both input and output. (Reference Attachment 51_Distributed_Apps_Data_X.xlsx)

The State makes no assertion or guarantee as to the quality, condition, completeness of any/all of the resultant data, processes or documentation created/ employed prior to Contractor onboarding. Nothing herein contained should be construed as a promise of delivery or performance.

It is the contractors sole and complete responsibility to review, analyze, assess the accuracy of the documentation, veracity of the data and substance of the processes employed by the State in order to adequately determine the relevance and quality of the work performed and the documents provided.

g. Data Interface Plan. The Contractor shall work with the State's Interface Teams to create a data interface and data exchange plan to ensure current functionality is not lost with the new Solution. (Reference Attachment 51_Distributed_Apps_Data_X.xlsx)

h. Project Schedule. The Contractor shall develop a project schedule approved by the State in writing, which will be utilized for review and working sessions during the lifecycle of the project. Project schedules will be created using the State standard scheduling tool (MS Project structured for import into PlanView) starting with the deliverables identified in the project's Work Breakdown Structure (WBS). Activity definitions within the WBS will identify the specific work packages which must be performed to complete each deliverable. Activity sequencing will be used to determine the order of work packages and assign relationships between project activities. Activity duration estimating will be used to calculate the number of work periods required to complete work packages. Resource estimating will be used to assign resources to work packages in order to complete schedule development. Once a preliminary schedule has been developed, it will be reviewed by the project team and any resources tentatively assigned to project tasks. The Contractor and State must agree to the proposed work package assignments, durations, and schedule. Once this is achieved the Project Sponsor will review and provide written approval for the schedule and it will then be base lined and be used as a reference point for managing project progress as it pertains to schedule and timeline. The milestones established in the A.3 chart Project Milestone and Project Phase and the Work Breakdown Structure (WBS) line items will be included in the project schedule.

Schedule Changes and Thresholds will be managed by the State Project Director. Any changes will be reviewed and submitted by the Contractor to the State Project Director for review and evaluation to determine the effect on scope, schedule, and resources. If, after this evaluation is complete, the State Project Director determines that any change will exceed the established boundary conditions, then a schedule change request must be submitted.

Submittal of a Schedule Change Request to the Project Sponsor for written approval, if either of the two following conditions is true:

i. The proposed change is estimated to reduce the duration of an individual work package by 10% or more, or increase the duration of an individual work package by 10% or more.

ii. The change is estimated to reduce the duration of the overall baseline schedule by 10% or more, or increase the duration of the overall baseline schedule by 10% or more.

Any change requests that do not meet these thresholds may be submitted to the State Project Director for approval. Once the change request has been reviewed and approved, the Contractor is responsible for adjusting the schedule and communicating all changes and impacts to the State Project Director.

i. Work Breakdown Structure (WBS). The Contractor will develop and maintain the (WBS) to provide a view into the project showing what work the project encompasses. This will be utilized to assist in communicating the work and processes involved to execute the project. The State Project Director, Contractor and State Project Manager and project teams will use the WBS to develop the project schedule, resource requirements for project phase deliverables. The objective should be to capture 100% of the work for the project.

j. Disaster Recovery Plan.

i. The Solution Contractor shall coordinate the development of a consolidated Disaster Recovery Plan.

The Disaster Recovery Plan shall document the individual and joint responsibilities of the disaster recovery response team members:

a. The State (as the coordinator of Distributed and Complex Applications)
b. The Solution Contractor (as team leader and operator and maintainer of the Solution's content and applications and application interfaces, including Distributed and Complex Applications),
c. The Solution Contractor, including all Solution affiliated Contractors (as hosting provider for the Solution) and optionally some or all Distributed and Complex Applications).

ii. The Disaster Recovery Plan shall cover outages at all possible hosting sites.
iii. The Plan shall support a Recovery Time Objective ("RTO") of one (1) hour or less, and a Recovery Point Objective of fifteen (15) minutes or less.
iv. The Solution Contractor shall obtain State approval of the consolidated Disaster Recovery Plan.
v. If the Solution's hosting services are provided by a third party or affiliated contractor:

a. Disaster Recovery. The affiliated Contractor shall perform Disaster Recovery Services as defined within the State Approved Disaster Recovery Plan(A.4.2.j. and A.4.5.b.).

a. The affiliated Contractor shall participate in a minimum of one (1) disaster recovery tests per year on all environments to verify that the contractual disaster recovery objectives can be met as defined within the State Approved Disaster Recovery Plan(A.4.2.j. and A.4.5.b.). The affiliated Contractor shall provide disaster recovery test results for State review.
b. In the event of a failure to meet one or more contractual disaster recovery objectives during the test, the affiliated Contractor shall provide a Remediation Plan to the State within fifteen (15) days of disaster recovery test completion.

c. The affiliated Contractor shall, upon State approval of the Remediation Plan, execute the plan, complete remediation, and re-test to verify compliance with the contractual disaster recovery objectives. The affiliated Contractor shall demonstrate compliance to the State within fifteen (15) business days following State approval of the Remediation Plan unless granted additional time by the State.

d. In case of a service outage, the affiliated Contractor shall participate in troubleshooting and recovery activities as specified in the consolidated disaster recovery plan and as required by the State. If the remediation efforts are not acceptable for approval by the State, the Contractor will work with the State to ensure acceptability, to be completed within an agreed upon time, in writing, between the State and the Contractor. State has the right to withhold all payments until resolved.

A.4.3 Development

a. Solution Infrastructure Resource Plan. The Contractor will develop a SaaS infrastructure resource plan to account for required environments as follows:

i. Contractor's Test Environment
ii. User Acceptance Testing Environment
iii. Quality Assurance Environment
iv. Pilot Environment
v. Production Environment
vi. Disaster Recovery Environment

The Contractor will obtain State written approval of this plan prior to implementation of each environment.

b. Solution Configuration Management Plan. The Contractor will develop a plan for identifying and setting up required configurations and maintaining changes from inception throughout the lifecycle of the solution's full implementation and throughout future releases. Procedures for version control for all deliverables and artifacts, including configurations, documentation, executable(s), execution plans (including rollback) and system source code will be included in the plan, and designated with controls added within the Change Management Plan. The Plan shall include a process to ensure the status of all existing deliverables is known, that only approved versions are released for production use, that prior released versions can be recreated, and that changes are made to a release deliverable(s) only when written authorization is obtained from the State. The configuration management plan will include a change management and State project approval process for all changes made, from the first User QA/Testing environment and ongoing, to ensure quality control of all environments moving forward. The plan will include the documented process of all changes between each User QA/Testing, Training, Pilot, and multiple site implementations.

c. Solution and State Security, Roles and Accessibility Plan. The Contractor will co-develop a plan with the State, adhering to State Security Policies and Governance, for all network access. The Contractor will obtain State written approval of this plan as designated within the Change Management Plan. Any design specifications needed to meet the State Architectural Standards, follow guidelines located in RFP Attachment E - Pro Forma - State Technology Standard and Non-Disclosure Agreement, and will be provided to the State by the Contractor.

d. Solution Business Rules Setup Plan. The Contractor will develop a plan working with the State to ensure required business rules are established within the Proposed Solution to assist in appropriate triggers, stop gaps, and functional alerts

and notifications are in place to accurately process offender information, calculations, and relate data across functions. Contractor will review and obtain State's written approval for the plan, as designated within the Change Management Plan.

e. Solution Workflow Setup Plan. The Contractor will develop a plan for establishing each functional area of the State's operational processes with a best practice workflow within the Solution. For each workflow setup, the State's written approval will be obtained as designated within the Change Management Plan.

f. Construct the Solution. The Contractor shall establish, setup, configure, and where necessary build the Proposed Solution, in accordance with the plans and requirements specified in Contract Section A.4.3.a. through A.4.3.o. All new Extensions or Packages for the Proposed Solution shall be built in accordance with ACA, and ASCA standards and CJIS compliance, where standards and compliance exist. The State may, at its discretion and on a timeline approved by the State, require the Contractor to submit new Proposed Solution Extensions or Packages to ASCA for performance adherence and ACA for certification.

   Each program add or change and configuration changes shall be thoroughly documented, to ensure traceability, by mapping the requirements to the design, the design to the code, and requirements/code to test cases for functional, system and integration testing.

   The Contractor shall create documentation of code which shall be reviewed during code walkthroughs with the State at the State's sole discretion. The Contractor shall document decisions, issues and action items that result from code walkthroughs with the State. The Contractor shall document and submit source code, executable object code, and instructions to maintain/fix code issues after development is complete.

g. Required Application Interfaces Plan. The Contractor will develop a plan for all distributed and other applications that are not subsumed within the proposed Solution. This plan will include:

   i. Interface Design. The Contractor shall create an Interface Design deliverable that includes all interfaces listed within the attachment file named 51_Distributed_Apps_Data_X.xlsx and future identified interface requirements for applications that are not subsumed or not replaced by the out of the box product.

   ii. Construct Interfaces. The Contractor shall construct each interface, as defined in Contract Section A.4.3.f., A.4.3.g., A.4.3.h., A.4.3.i. and the State-approved Interface Design (A.4.3.g./C.3.B). The Contractor shall not be responsible for modifying legacy State applications, such as TOMIS. However, the Contractor shall be responsible for working with the State and related business partners to construct and test interfaces. The Contractor shall also work with the State for the creation of Trading Partner Agreement (TPA) requirements for the interfaces to include data elements, error handling processes, reconciliation, and escalation procedures.

      a. All interfaces shall be thoroughly documented, to ensure traceability, by mapping the requirements to the design, the design to the code, and the requirements to the test cases for functional, system and integration testing.

      b. The Contractor shall create documentation of interfaces which shall be reviewed during code walkthroughs with the State at the State's sole discretion. The Contractor shall document decisions, issues and action items that result from walkthroughs with the State.

c. The Contractor shall design all interfaces according to the requirements contained in attached file 51_Distributed_Apps_Data_X.xlsx. The Contractor is responsible for any cost for all design of external application(s) interfaces to the proposed Solution and providing the State with review for written approval of the design prior to beginning development.

h. Required Data Exchange Development Plan. The Contractor will develop a plan for all current Data Exchanges identified and required to provide or exchange data with other systems, which may be external entities to the State. State staff and any external entities' staff involved with the data exchanges shall actively provide input and written approval for the acceptance for implementation.

i. Testing: The Contractor shall perform all functional, system, and integration testing of the new solution, including interfaces and data migration, in accordance with Contract Section A.4.3/A.4.3.i./A.4.3.j./A.4.3.k/ A.4.3.l/ A.4.3.m. and the State-approved Test Plan. The Contractor shall be responsible for all aspects of the system and integration testing. The Contractor shall perform testing of all interfaces, with the interaction and involvement of State personnel responsible for each interface. State staff shall actively provide input and written approval for the acceptance for implementation.

j. Conduct Testing. The Contractor shall perform all functional, system, and integration testing of the Solution, including interfaces and data migration, in accordance with Contract Section A.4.3..and the State-approved Test Plan (Contract Section A.4.3.). The Contractor shall be responsible for all aspects of the system and integration testing. The Contractor shall perform testing of all interfaces, with the interaction and involvement of State personnel responsible for each interface. State staff shall actively provide input and feedback during the plan's development. All testing shall be performed as further defined in the Release Management Plan (Contract Section A.4.4.f./C.3.b)

The Contractor shall prepare a Software Test Results Document. The software test results document shall include all information necessary for the State to review and validate that the test has been successfully executed in accordance with the approved Test Plan. If deemed acceptable by the State, the State will approve the Software Test Results Document in writing, which shall signal the initiation of User Acceptance Testing.

k. User Acceptance Testing (UAT). User Acceptance Testing (UAT) Plan . The Contractor shall co-develop and obtain State written approval for a UAT Plan and train the State designated User Acceptance Testing Team(s) on the testing methods established within the plan. The plan shall describe how the Contractor will coordinate, manage, and conduct thorough testing of the Proposed Solution prior to delivery to the State for User Acceptance Testing (UAT). The Plan shall include, at a minimum, testing all functionality, reports, correspondence, notices, and interfaces. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be performed by the Contractor on each module of the Project. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module.
The Test Plan will include preparations required for system testing, including at a minimum:

i. Creating the appropriate test environment(s)
ii. Installing COMET in the test environment
iii. Installing and configuring any automated testing tools/packages

The Contractor shall be required to work with the State to facilitate, assist, and coordinate the execution of UAT in the designated test environment. The Contractor shall include the recommended processes and procedures for UAT in the Test Plan. The State will develop the UAT Test Plan and test scenarios. The Contractor shall provide dedicated support for User Acceptance Testing, including installation of the Solution to the State-approved UAT environment, application and technical assistance during UAT, and correction of defects identified during UAT. The Contractor will record and track defects identified by the State using the Defect Tracking Log (Contract Section A.4.3.n.). When all defects have been corrected and UAT is deemed completed by the State, the State will approve User Acceptance Testing in writing, which shall signal the commencement of the initial Pilot and Implementation or Implementation iterations.
The Test Plan shall describe how the Contractor will perform the following:

l. Functional Testing. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be performed by the Contractor on each module/program. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the functional module's test plan is completed without failure.

m. System and Integration Testing. The Contractor shall fully test all software to ensure that it meets requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing. The system tests shall actively use all of the functions, test all interfaces, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.

n. Defect Tracking Log.
The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:

i. Unique tracking number.
ii. Short name and description of the defect.
iii. Reference to test condition that identified the defect.
iv. Date Defect was identified.
v. Tester.
vi. Disposition (e.g., Not a Defect, Fixed, Successfully Retested, etc.).
x. Severity Level.
xi. Description of changes made to correct the defect.

o. Modifications and Enhancement Requests Plan. At the request of the State, the Contractor shall modify and enhance the Proposed Solution according to the Modification & Enhancement Request (MER) process described herein. The Contractor shall build all new Extensions or Packages for the Proposed Solution in accordance with ACA and ASCA standards, where they exist. The State may, at its discretion and on a timeline approved in writing by the State, require the Contractor to submit new Extensions or Packages to ACA for accreditation rules and ASCA for certification.

i. The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request, or "MER," will include at minimum:

a. Requestor name and role
b. Brief description

c. Reason or justification
d. Requirements and specifications
e. Request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement
f. Requested or mandated delivery date

ii. The Contractor shall prepare an Estimate for the MER, if costs are to be incurred by the State. Said Estimate shall include:

a. Total Fixed Cost to deliver the Modification or Enhancement - the cost shall be based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement and the payment rates specified in Contract Section C.3. The Total Fixed Cost shall represent the maximum amount that the State will compensate the Contractor for the Modification or Enhancement and provide:

b. the estimated delivery date of the Modification or Enhancement.

c. the impact of delivering the Modification or Enhancement on operations and activities

iii. The State, at its sole discretion, may accept or reject the Contractor's Estimate. If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER. If the State does not agree to the Contractor's Estimate, the State may:

a. Elect not to proceed with the Modification or Enhancement.

b. Negotiate the Estimate with the Contractor.

c. Revise the MER to provide additional information to clarify the scope of the request.

iv. The Contractor shall not begin work on any MER without the State's written acceptance of the Contractor's Estimate.

v. The State, at its sole discretion, will determine the prioritization of the MER work.

vi. The Contractor shall modify the Proposed Solution according to the MER and shall participate in a Design Review in order to present the initial design of all software components, software configuration items, and State-customized templates that will comprise the Proposed Solution. The Contractor shall submit the Design Review documents to the State for review and written approval.

vii. The Contractor shall thoroughly test the modifications.

viii. The Contractor shall prepare and provide to the State documented instructions for deploying the Modification or Enhancement to the State's production environment per the State-accepted Release Management Plan, Configuration Management Plan as designed within the Change Management Plan.

ix. The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.

x. The Contractor shall work with the designated State project team member to coordinate with State resources and other support Contractors on any changes that affect those systems per the Change Management Plan.

xi. The State will test the delivered Modification or Enhancement to ensure that:

a. The Modification or Enhancement completely provides the functions as required by the MER

b. The Modification or Enhancement has no deficiencies in documentation

c. The Modification or Enhancement has no defects in efficiency or performance.

xii. The State, at its sole discretion, will determine acceptance of the Modification or Enhancement, and will indicate its acceptance or non-acceptance to the Contractor in writing within sixty (60) days of installation to the Vendor established environment(s) for the State.

xiii. The Contractor shall coordinate with the State to implement Modifications and Enhancements according to the State-approved Release Management Plan (see Contract Section A.4.4.f.) and Configuration Management Plan (Contract Section A.4.3.b.)

xiv. The Contractor will provide and include the State in the Modification and Enhancement Request process with customers for prioritization and inclusion of product release.

A.4.4 <u>Implementation(s) with Rollout(s)</u>

a. <u>Pilot Implementation Plan</u>. The Contractor will develop and obtain State written approval for the Pilot Implementation Plan. The Plan will include the Contractor adjusting and maintaining all areas of change required (Business Rules, Configuration, Business Processes, Environment, Testing, Change Management, Project Schedule and other associated deliverables impacted by the change), including training and documentation required for successful Rollout(s) after a successful Pilot. Contractor shall develop a final Rollout/Implementation Schedule of Activities and Events, including training and documentation. The Contractor will obtain State written approval of this plan to ensure appropriate planning by the State for least impact to operations.

b. <u>Training Plan.</u> The Contractor will develop and obtain State approval for a role based training plan determined to be the most appropriate for State Operations for Pilot(s) and associated Rollout(s). Included, but not limited to the following: The Contractor will train all applicable State staff and also provide State a “Train-the-Trainer” approach that will allow key State staff to acquire the knowledge of the System necessary to be able to deliver End-user Training. Additionally, the Contractor shall provide technical training for staff who will take over the administration of the System once in production.

c. <u>Technical and Operational Documentation Plan</u>. The Contractor shall provide a best practice plan for ensuring technical, operational, training tools and other documented features, processes, and other solution documentation originally provided to the State are continually updated and are a part of the Change Management Plan.

d. <u>Implementation Plan.</u> The Contractor shall create an Implementation Plan to describe its overall approach to implementation. The Implementation Plan shall describe, at a minimum, the following:

i. Implementation preparation for data migration, security preparation, staff training, personnel assignments, and level of resources required for each area

ii. Confirmation of the training schedule
iii. Manual support procedures
iv. Backup and recovery procedures
v. Contingency approach

e. Subsequent Pilot Implementation Iterations. The Contractor shall repeat the activities outlined in Contract Section A.4.4.for the remaining locations including the creation of a Pre-Implementation Assessment for each Implementation Iteration and will repeat the process until the new Solution is in production at all locations.

The Contractor shall monitor the progress of the rollout and provide regular updates to the Project Director in the Weekly Status Report and as needed. Upon completion of each Implementation Iteration, the Contractor shall prepare and deliver a Post-Implementation Assessment. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, Subsequent Pilot and Implementation Iterations will commence.

f. Release Management Plan (RMP). The Contractor will develop procedures for release and deployment of system components, including details on how the Contractor will manage the release of all software upgrades to the solution.

The contractor will provide details of all changes to the state testing, QA/Testing, and production environments hosted by the Contractor and receive agreement to the requested changes through a formal request. Changes will be defined as modifications to storage, memory, operating systems, additions to or deletions of support applications or tools utilized to support the solution and environment and disaster recovery.

The RMP shall include, at a minimum, the following components:

i. The Contractor's System Development Life Cycle (SDLC) for modifying, testing, and installing changes to the Solution, including the roles and responsibilities of the Contractor and the State in the installation of releases in the test and production environments.

ii. The contractor will provide a state testing environment and will provide access information and protocol.

iii. Approach for monitoring, planning, and installing upgrades to the Solution.

iv. Plan for installing emergency "break-fix" changes

v. State's written approval for each release and RMP of the solution

g. Support Services

The Contractor shall, at a minimum:

i. Make appropriate Contractor support resources available to the State between 7:00 A.M. and 5:30 P.M. Central Time, Monday through Friday, except State holidays, to provide the services described and detailed in this section

ii. Diagnose and resolve problems reported by the State that have not been diagnosed and resolved at lower levels of support within the State. The State will determine the severity level of each reported problem. The levels and the corresponding Service Level Goals are indicated below:

Severity Level	Description	Service Level Goal
Level-1	Problem has an immediate impact on a majority of end users' ability to access and/or use the system. Generally involves multiple users across multiple sites at the same time. The Contractor shall address system outages or severely degraded services immediately	Within one (1) hour from the time a severity Level-1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every two (2) hours until the problem is resolved. The goal for Level-1 issues is to have the problem resolved within two (2) hours. otherwise, the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.
Level-2	Problem has a high impact on most users. must be resolved quickly. and can occur at any time. Under these circumstances, the State will not be able to perform its core mission because the software is unusable or unstable	Within four (4) hours from the time a Level-2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every eight (8) hours for the first 24 hours of the incident, then every 24 hours thereafter until the problem is resolved. The goal for Level-2 issues is to have the problem resolved within eight (8) hours. otherwise, the issue shall be escalated to the Contractor's senior management
Level-3	Problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance	Within 24 hours from the time a severity Level-3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release
Level-4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the Solution	The Contractor shall work with the State Project Director to determine resources that the Contractor shall assign and when. and the frequency of updates on the status of the problem or fix.

iii. The Contractor shall provide the State with Service Level reports on a quarterly basis. The Service Level reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The reports will also show actual Service Level performance as compared to Service level goals.

iv. Maintain the operational readiness of the Solution within the current State systems environment by identifying and communicating problems or issues to the State, making necessary adjustments and repairs as directed by the State.

v. Release Reports. The Contractor shall create and submit a Release Report summarizing project activities, lessons learned, and recommended next steps after each release for the duration of the contract.

A.4.5 Transition(s) to Contractor Hosting

a. Hosting Support Plan. The contractor shall create a SaaS Hosting Plan draft and provide it within six (6) months of the Contract Beginning date. The Contractor shall update the draft Plan every six (6) months. The original SaaS Hosting Plan and the six (6) month iterations of the plan must be presented to the State for review and written approval. A final SaaS Hosting Plan shall be prepared and delivered to the State no later than three (3) calendar months prior to the scheduled completion of the last

implemented facility and will include transition from the existing TOMIS system to the new SaaS hosted solution and services for State review and written approval.

The Hosting Plan shall describe how the Contractor will assist the State in planning and implementing a complete transition in the months before and at the expiration of the Contract. This shall include formal coordination with State staff and successor staff and management.

The SaaS Hosting Plan shall include, but is not limited to:

i. Communication process between Contractor and State management

ii. Process of how auditing requirements will be met for State policies, ACA accreditation, CJIS and FedRAMP Compliance audits (00_General_IT_Technical.xlsx, 00_NIST_SP800-111_reference)

iii. Transfer of all system documentation prepared pursuant to this Contract and any other documents that detail the configurations, and/or tailored builds of the solution to meet unique State requirements

iv. Any other documents required to operate, maintain and administer the Solution

v. List, but not limited to technical documentation, business rules guide, configuration guide, operational guide for workflow setup, training manuals and on-line/web-based training, guide for hover-over help content, etc.

vi. Manual support procedures

vii. Backup and recovery procedures The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior form.

viii. The Contractor shall describe roll back data migrations or data interface implementations, if necessary, to return to original hardware/ software/ network /security state. Describe steps to be taken, timeframes, risks and issues.

ix. The Contractor shall perform tests to validate the backup and recovery procedures. and shall participate in disaster recovery test requested by the State.

x. The Contractor shall keep this plan current with any changes, approved in writing by the State, throughout the duration of the Contract.

xi. Contingency approach and procedures

xii. Plan for installing emergency “break-fix” changes

b. <u>Disaster Recovery</u>.

i. The Contractor, in coordination with all Solution affiliated Contractors, shall conduct a coordinated disaster recovery test at least once a year or more often at State request (not to exceed two (2) tests per year).

ii. The Contractor shall present to the State for review and approval, all test results from all Solution affiliated Contractors

iii. If the test does not meet the contractually specified Recovery Time Objective and Recovery Point Objective, the Contractor shall coordinate the development of a Remediation Plan and submit this plan to the State for review

and approval within fifteen (15) business days following the conclusion of the test.

iv. Upon State approval of the Remediation Plan, the Contractor shall initiate the remediation effort and manage it to conclusion, assuring that all Solution affiliated Contractors and designated State UAT teams or individuals required for the remediation complete and verify (test) the remediation work within fifteen (15) business days. The Contractor shall present remediation test results to the State for review and written approval. If the remediation efforts are not acceptable for approval by the State, the Contractor will work with the State to ensure acceptability, to be completed within an agreed upon time, in writing, between the State and the Contractor. State has the right to withhold all payments until resolved.

v. In the event of an actual service outage that extends past the Service Level Agreement (SLA), the Contractor shall, with State oversight(A.4.2.j. and A.4.5.b.):

a. Coordinate recovery efforts and execute its assigned recovery tasks according to the approved Disaster Recovery Plan and as requested by the State.
b. Following recovery, investigate the root cause of the outage and assess the recovery efforts.
c. Present a report documenting its findings and recommendations for improvement to the State for review.

vi. For applications hosted in the Cloud, the Contractor will provide copies of disaster recovery plan at least annually. Contractor needs to demonstrate completion of disaster recovery testing at least annually. Upon completion of testing, vendor needs to present a summary of test findings and remediation strategies within 15 days. Within 30 days, the vendor must show evidence that identified issues have been remediated.

vii. For applications located at the State's Data Center, the State will own the Disaster Recovery Plan and the Contractor shall participate in annual Disaster Recovery exercises, or more frequently at the State's request. The OMS Contractor will be required to support the State in the event of a disaster event with all available resources.

viii. The State Requirements for Disaster Recovery is a Recovery Time Objective (RTO) of 1 hour or less, and a Recovery Point Objective of 15 minutes or less.

c. Contingency Plan. The Contractor shall develop and submit a Contingency of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contingency Operations Plan shall document the Contractor's plans and procedures to maintain State support and shall include, but not be limited to the following:

i. Description of the Contractor's emergency management procedures and policy

ii. Description of how the Contractor will account for their employees during an emergency

iii. Planned temporary work locations or alternate Facilities

iv. How the Contractor will communicate with the State during emergencies

v. List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses

vi. Procedures for protecting the State furnished equipment (if any) (Section E. 8)

vii. Procedures for safeguarding sensitive and/or classified State information (if applicable)

d. Maintenance and Support Plan. The Contractor shall provide support and maintenance for the Proposed Solution that will commence with the State's acceptance and written approval of the Post-Implementation Assessment report for the initial Pilot Implementation, and subsequent Pilot(s), as will be determined upon Contractor selection and discussions with the state, and will occur after each Post-Implementation assessment report as the "to be determined" iterations occur. The Contractor shall provide direct, third-tier technical support for and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of the Solution.

i. The Contractor shall deliver to the State for review and approval a Support and Maintenance Plan which is part of the Hosting Plan and further describes how the Contractor will provide the support and maintenance services outlined in this Contract. The Support and Maintenance Plan shall include a description of the organizational structure that the Contractor will establish to provide said services.

e. Post Implementation Plan. The Contractor will provide a Post-Implementation Plan and utilize the plan which should follow the same paths and functionality as the Release Management Plan and review, including change management and documentation. The Contractor will, with State collaboration, set and communicate review parameters and topic of review. The review will occur approximately 5-6 weeks after implementation, to provide enough time after release, to ensure necessary review data and metrics can be collected and lessons learned documented. The review will examine the planned-versus-actual results of the release and identify and document reasons for any differences. The Plan will include follow-up on the Review, with potential outcomes of the review exampled below documented and presented to the State and Contractor teams:

i. Change meets original objectives.

ii. Change needs to be backed out.

iii. Change requires additional changes to support goals.

iv. Change does not meet original goals, but does not need to be backed out and does not require further changes.

A.5. Reporting. The Contractor shall deliver reports related to services provided pursuant to this Contract as described in Contract Sections A.4.1.-A.4.5.

A.6. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

A.7. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.8. Modification and Enhancement Requests. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract. Any requested changes will be made through a modification or amendment in accordance with Section D.3 of the contract.

The Contractor will provide a written proposal setting out the scope, specification(s) and service charges for the requested changes that are to be approved in writing by the State.

A.9. Transition Payment. The vendor will not receive the final 10% payment from the State until sixty (60) days following the full implementation of all the deliverables specified in C.3..

B. TERM OF CONTRACT:

This Contract shall be effective on DATE ("Effective Date") and extend for a period of 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.

B.1. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to five (5) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred and twenty (120) months.

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:

Project Phase	***Deliverables (Reference A.4 Service Descriptions for Deliverables)**	**Payment % of Total Firm Fixed Cost**
(A.4.1) Project Initiation	Startup / Incoming Transition Plan (Section A.4.1.a) Performance Management Plan(Section A.4.1.b) Acceptance Management Plan(Section A.4.1.c) Contractor Solution Plan (Section A.4.1.d) Communications Management Plan (Section A.4.1.e) Solution Process Improvement Plan with KPIs (Section A.4.1.f) Organizational Change Management Plan (Section A.4.1.g) Resource Management Plan (Section A.4.1.h) Risk Management Plan (Section A.4.1.i) with Risk Register/Mitigation Project Kick-Off Meeting (Section A.4.1.j)	
Initiation Payment:	Project Kick-Off meeting Completed and State Stakeholder Approved	**10%**
(A.4.2) Project Management and Planning	Project Management Plan (Section A.4.2.a) Project Change Management Plan(Section A.4.2.b) Fit Gap Analysis with Gap Mitigation Plan(Section A.4.2.c) Requirements Management Plan with Traceability Matrix(Section A.4.2.d) Business Rules Traceability Matrix(Section A.4.2.e) Data Migration Plan(Section A.4.2.f) Data Interface Plan(Section A.4.2.g) Project Schedule(Section A.4.2.h) Work Breakdown Structure (WBS)(Section A.4.2.i) Disaster Recovery Plan (A.4.2.j)	
Planning Payment:	Completed Plans / Living Documents Complete and State Approved	**10%**
(A.4.3) Development	Solution Infrastructure Resource Plan(Section A.4.3.a) Solution Configuration Management Plan(Section A.4.3.b) Solution and State Security, Roles and accessibility Plan(Section A.4.3.c) Solution Business Rules Setup Plan(Section A.4.3.d) Solution Workflow Setup Plan(Section A.4.3.e) Construct the Solution (Section A.4.3.f)	**20%**

	Required Application Interfaces Plan(Section A.4.3.g)(Attachment 51_Distributed_Apps_Data_X.xlsx) Required Data Exchange Development Plan(Section A.4.3.h) Testing(Section A.4.3.i) Conduct Testing(Section A.4.3.j) User Acceptance Testing (UAT) Plan and Approach(Section A.4.3.k) Functional Testing(Section A.4.3.l) System and Integration Testing(A.4.3.m) Defect Tracking Log(Section A.4.3.n) Modifications and Enhancements Requests Plan(Section A.4.3.o)	
Development Payment 1:	Solution Environment Complete and State Approved	10%
Development Payment 2:	User Acceptance Test Complete and State Approved	10%
(A.4.4) Implementation(s) with Rollout(s)	Pilot Implementation Plan(Section A.4.4.a) Training Plan(Section A.4.4.b) Technical and Operational Documentation Plan (Section A.4.4.c) Implementation Plan(Section A.4.4.d) Subsequent Pilot Implementation Iterations(Section A.4.4.e) Release Management Plan(Section A.4.4.f) Support Services(A.4.4.g)	**55%**
Implementation Payment:	Pilot(s) Complete and State Approved	15%
Rollout(s) Payment:	Statewide or All Region Rollout(s) Complete and State Approved	40%
(A.4.5) Transition(s) to Contractor Hosting	Hosting Support Plan (Section A.4.5.a) Disaster Recovery Plan(Section A.4.5.b) Contingency Plan(Section A.4.5.c) Maintenance and Support Plan(Section A.4.5.d) Post Implementation Plan(Section A.4.5.e)	
Transition Payment:	Post Implementation Documents Complete and State Approved	**5%**

Modifications and Enhancement Requests	Maximum Allowed for Modifications and Enhancement Requests. 7% of the Total Implementation Amount per C.3.c	

Service Description	**Amount** (per compensable increment)				
	Hosting Year One*	Hosting Year Two*	Hosting Year Three**	Hosting Year Four	Hosting Year Five
Hosting Plan Cost – *as detailed in Contract Section A.4.5.*	Included in Implementation	Included in Implementation	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour

Service Description	Amount (per compensable increment)				
Modification and Enhancement Requests (MERs) – *as detailed in Contract Section A.4.3.o.****	Included in Implementation	Included in Implementation	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour

Service Description	Amount (per compensable increment)				
	Hosting Year Six	Hosting Year Seven	Hosting Year Eight	Hosting Year Nine	Hosting Year Ten
Hosting Plan Cost – *as detailed in Contract Section A.4.5.*	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour
Modification and Enhancement Requests (MERs) – *as detailed in Contract Section A.4.3.o.****	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour	$ [NUMBER] per hour

***All support and implementation cost will be included in the fixed cost proposal for Hosting Year One and Hosting Year Two.**

****Upon completion and State approval of the Proposed System Installation, the State shall retain 10% of the total cost for a warranty period of one (1) year as per PRO FORMA Section A.9. and C.3.B.**

*****Modifications and enhancements that will not be incorporated into the base system begins upon full implementation and acceptance by the State.**

c. The Contractor shall be compensated for modification and enhancements requested and performed pursuant to Contract Section A.4.3.o. without a formal amendment of this contract based upon the payment rates detailed in the Modifications and Enhancements Requests portion of Contract Section C.3.b above and as agreed pursuant to said Section A.4.3.o., PROVIDED THAT compensation to the Contractor for such modification and enhancement work shall not exceed seven percent (7%) of the Total Implementation Amount in C.3.b. above. If, at any point during the Contract period, the State determines that the cost of necessary Professional Services work would exceed said maximum amount, the State may amend this Contract to address the need.

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:

TDOC
Fiscal Services, 3rd Floor
320 6th Avenue N.
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: Department of Correction & Fiscal Services, 3rd Floor
(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:

State Contact Name & Title
State Agency Name
Address
Email Address
Telephone # Number
FAX # Number

The Contractor:

Contractor Contact Name & Title
ContractorName
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. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.

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 A, 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 ventures', 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 for 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, money, 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 intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

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 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 or disqualified.

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 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 applicable state and federal laws and regulations in the 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. 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 - 407.

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).
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 Respondents during the procurement process to award this Contract. and,
f. the Contractor's response seeking this Contract.

D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. 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.
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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

    1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

    2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

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 and employer liability insurance in the amounts required by appropriate state statutes; or

   ii. 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 employees 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

   i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

   ii. 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

   i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;

   ii. 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; and

   iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million ($2,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

e. Intellectual Property, Cyber-Risk/Network Security/Privacy Insurance

i. (including third-party (cyber liability) and first-party (cybercrime/terrorism expense coverages) with a direct loss/legal liability and consequential loss and expenses resulting from cyber security/network security breaches data loss, including protected health and personal information intellectual property and non-physical business interruption and extra expense, with combined single limit not less than five million dollars ($1,000,000) per occurrence and five million dollars ($5,000,000.00) aggregate.

The following information applicable to each type of insurance coverage:

(i) Coverage Description

(ii) Exceptions and Exclusions

(iii) Policy Effective Date

(iv) Policy Expiration Date

(v) Limit(s) of Liability

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. 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.3. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all-time remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.4. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to one hundred percent (100%) of the Maximum Liability, Written Dollar Amount ($Number). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment B. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office's prior written approval.

E.5. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or

suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann.§ 8-6-106.

E.6. Prison Rape Elimination Act Compliance The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.7. Liquidated Damages. If any one of the events outlined in Attachment C 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 xx 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.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTORSIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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 B

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(Surety) _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office ("State"), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of ___ _____($ _____) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with State for _____ _____[Solicitation Name] Solicitation No. _____ (the "Contract") in accordance with the scope of work (the "Scope") set forth in Section ____ of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and

3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The

Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under T.C.A. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this ____ _____ day of _____, 20__, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of: PRINCIPAL:

(Contractor Name)

By:_____
(Contractor Principal)

_____
(Printed Name)

_____
(Title)

_____
_____
_____
(Contractor's Address)

STATE OF TENNESSEE
COUNTY OF _____
On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

_____
Notary Public
Printed Name: _____

Commission Expires:
_____

Signed, sealed and delivered
In the presence of: SURETY:

(SURETY Name)

By:
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

STATE OF TENNESSEE
COUNTY OF _____
On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

_____
Notary Public
Printed Name: _____
Commission Expires:
_____

Liquidated Damages

Attachment C

Service Description	Liquidated Damage Amount
Completion and State approval of Deliverable A.4.1 Project Initiation Vendor Solution Plan Communications Plan Business Process Improvement Plan with KPIs Organizational Change Management Plan Resource Management Plan Risk Management Plan with Risk Register/Mitigation Project Kick-Off Meeting	***$15,000 per day late***
Completion and State approval of the Deliverable A.4.2 Project Planning Startup / Incoming Transition Plan Project Management Plan Fit Gap Analysis with Gap Mitigation Plan Data Migration Plan Requirements Management Plan with Traceability Matrix Business Rules Traceability Matrix Project Schedule Work Breakdown Structure (WBS)	***$15,000 per day late***
Completion and State approval of Deliverable A.4.3. Development Solution Infrastructure Resource Plan Solution Configuration Management Plan Solution and State Security, Roles and Responsibilities Plan Solution Business Rules Setup Plan Solution Workflow Setup Plan Required Distributed Application Interfaces Plan Required Data Exchange Development Plan Modifications and Enhancements Plan Defect Tracking Log User Acceptance Testing (UAT) Plan	***$ 20,000 per day late***
Completion and State approval of Deliverable A.4.4 Implementation with Rollout(s) Pilot Implementation Plan Training Plan Technical and Operational Documentation Plan Implementation Plan Release Management Plan	***$ 20,000 per day late***
Completion and State approval of Deliverable A.4.5. Transition (s) to Contractor Hosting Hosting Support Plan Disaster Recovery Plan Contingency Plan Maintenance and Support Plan Post Implementation Plan	***$ 20,000 per day late***

Post Implementation Damages

Severity Level	Description	Service Level Goal	Liquidated Damage
Level-1	Problem has an immediate impact on a majority of end users' ability to access and/or use the system. Generally involves multiple users across multiple sites at the same time. The Contractor shall address system outages or severely degraded services immediately	Within one (1) hour from the time a severity Level-1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every two (2) hours until the problem is resolved. If the problem is not resolved within two (2) hours the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.	**$20,000 per occurrence**
Level-2	Problem has a high impact on most users; must be resolved quickly; and can occur at any time. Under these circumstances, the State will not be able to perform its core mission because the software is unusable or unstable	Within four (4) hours from the time a Level-2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every eight (8) hours for the first 24 hours of the incident; then every 24 hours thereafter until the problem is resolved. If the problem is not resolved within eight (8) hours the issue shall be escalated to the Contractor's senior management	**$10,000 per occurrence**
Level-3	Problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance	Within 24 hours from the time a severity Level-3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release	**$5,000 per occurrence**

Severity Level	Description	Service Level Goal	Liquidated Damage
Level-4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the solution	Within 24 hours from the time a severity Level-4 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section E.2.) or his/her designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release	**$1,000 per occurrence**

REQUEST FOR CONFIDENTIAL DOCUMENTS

In order to receive the confidential documents described in the Solicitation, the State must receive a Notice of Intent to Propose (filed separately) and a signature on the attached Confidentiality Agreement by an officer of the prospective respondent who is authorized to bind the company.

CONFIDENTIALITY AGREEMENT

_____, a Prospective Respondent on a procurement with the State of Tennessee (hereinafter "Prospective Respondent"), will be provided with copies of the following documents for the purposes of preparing a response to this procurement.

1. Edison Business Partner Interfaces – Technical Quick Start Guide
2. Enterprise Technology Architecture Standard Products

In consideration for access to these documents, Prospective Respondent agrees as follows:

1. These documents are confidential and proprietary and are not public records of the State of Tennessee.
2. These documents, or copies thereof, will only be disclosed to authorized employees and contractors of Prospective Respondent who need access to them for the purpose of preparing a response to the procurement. All individuals entrusted with these documents, or the information contained therein, will be notified of the confidentiality restrictions.
3. Prospective Respondent will maintain reasonable security procedures to protect paper and electronic copies of these documents.
4. If Prospective Respondent chooses not to offer a response or if the response does not result in a contract with the State, the Prospective Respondent will destroy all copies of the documents within a reasonable time. If requested by the State, Prospective Respondent will certify in writing that the confidential documents were destroyed.
5. If Prospective Respondent enters into a contract with the State based on this procurement, this confidentiality agreement will expire upon signature of the contract, and the confidentiality provisions of the contract will control.

6. Prospective Respondent agrees that unauthorized release of the documents would cause such harm to the State that injunctive relief would be an appropriate remedy. If any court rules that Prospective Respondent has breached this confidentiality agreement, Prospective Respondent shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.
7. This confidentiality agreement shall be interpreted under the laws of the State of Tennessee.

_____
(signature)

_____
(name of company)

Signature of this document constitutes certification that the person signing the document has the authority to bind the company.

_____
for State of Tennessee

ATTACHMENT E

State Technology Standards

State's Technical Architecture Standards.

The successful vendor shall provide all services requested through this RFP within the context of the State's *Enterprise Technology Architecture* Standards. The State's goal for technology standards is to limit the complexity of its information technology environment. **Non-standard technologies present an undue burden on the State in terms of additional training, support, maintenance, security risks, and operational costs that the State would otherwise not incur.** The services requested through this solicitation should normally be provided within the technical environment and State standards described by the *Enterprise Technology Architecture*.

The State also recognizes that there may be a case where use of a non-standard technology product is justifiable.

Non-State standard products are defined as:

- Any software that is not listed and designated as Current in the *Enterprise Technology Architecture*; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Enterprise Technology Architecture*.

The use of non-State standard technology products in the proposed solution requires an approved exception to State standards. Respondents must submit exception request(s) to the State well before the response submission deadline so that they may adjust their responses depending on State approval or rejection of the requests. Respondents must submit exception requests in writing (email is acceptable) to the Solicitation Coordinator so that the State receives them by no later than the Written Comments Deadline in the Schedule of Events.

The process for requesting a copy of the *Enterprise Technology Architecture* and for requesting exceptions to this *Architecture* is described in Attachment E.

Obtain Waiver / Exception for Non-State Standard Products. The Contractor may request a waiver or an exception to a policy, standard (compliance component), or standard product (product component) via the State's Waiver / Exception Process in order to implement proposed new functionality and/or technologies. The State's Waiver / Exception Request Form will be used for this purpose. See Attachment E for the process and required form.

Tennessee Technical Architecture Standards and Exceptions

Obtaining the Enterprise Technology Architecture Standards

The *Enterprise Technology Architecture* is confidential under Tennessee state law. Respondents may obtain a reference copy by submitting a signed confidentiality agreement (see below). The signer must have the authority to legally bind the organization to the agreement. Respondents must submit the signed agreement to the Solicitation Coordinator by the Notice of Intent to Respond deadline in the Schedule of Events. Signed, scanned agreements may be submitted by email.

The State will return a copy of the current *Enterprise Technology Architecture Standard Products List* to the submitter by email.

REQUEST FOR CONFIDENTIAL DOCUMENTS

In order to receive the confidential documents described in the Solicitation, the State must receive a Notice of Intent to Propose (filed separately) and a signature on the attached Confidentiality Agreement by an officer of the prospective respondent who is authorized to bind the company.

The Confidentiality Agreement follows this page:

Requesting Exceptions

Respondents must submit exception requests in writing (email is acceptable) to the Solicitation Coordinator so that the State receives them by no later than the Written Comments Deadline in the Schedule of Events. Respondents must use a form similar to the example below to request an exception. For each non-State standard product, the Respondent must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology, or Product Component covering the product that the respondent intends to propose (i.e., there is no current State standard for the product), this still constitutes an exception. The vendor should request an exception to use the product in question.

Approval/Disapproval

Proposing non-State standard product(s) that are not pre-approved through this process will delay response evaluation and risks disqualification of the response.

The State will publish a list of the approved and disapproved exceptions as an amendment to the solicitation. Approval of an exception for any given respondent grants permission for any Respondent to use that product in their solution, i.e., use of an approved non-State standard product is not limited to the respondent that submitted the written request for approval.

Submitted responses will be reviewed for non-State standard products and handled as follows.

1. Responses that include non-State standard product(s), which were submitted to the State as a Written Comment and approved, will not be disqualified for proposing the approved non-State standard product(s).
2. Responses that include non-State standard product(s), which were submitted to the State as a Written Comment and disapproved, will be disqualified for proposing the disapproved non-State standard product(s); unless the Respondent will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.
3. For Responses that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, OIR will evaluate the proposed product(s) on a case by case basis. The decision to allow or disallow such products shall be at OIR's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Response will be disqualified, unless the Respondent will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

Standard Product	Exception Product	Justification or Planned Use