



August 29, 2018

The Honorable Ken Yager, Chairman
Fiscal Review Committee
774 Cordell Hull Building
Nashville, TN 37243

Dear Chairman Yager:

The Department of Correction (DOC) wishes to amend the current contract with Abilis Solutions Corp. Abilis provides the Department's automated offender management solution known as COMET (Correctional Offender Management Electronic Tracking) system. The amendment will revise the scope of services to increase the maximum allowed for Modifications and Enhancement Requests from seven percent (7%) to fifteen percent (15%) of the Total Implementation Amount. The term of the contract and the maximum liability will remain the same.

DOC Legal Staff finds no records concerning allegations of fraudulent activity by this vendor.

An amendment request with all required supporting documentation to permit the amendment was submitted to the Commissioner of General Services and the Comptroller of the Treasury simultaneously with this submission to the Fiscal Review Committee.

We appreciate your consideration of this matter.

Sincerely,

Tony Parker
Commissioner

TP:LSC

pc: The Hon. Mark White, Vice-Chairman
Krista Lee, Fiscal Review Committee Director
Wes Landers, Deputy Commissioner & Chief Financial Officer
Torrey Grimes, Legislative Liaison & Staff Attorney
Priscilla Wainwright, Director

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	615-253-5571		
*Presenter's name(s):	Wes Landers, Deputy Commissioner & CFO, TDOC Stephanie Dedmon, Deputy CIO, STS				
Edison Contract Number: <i>(if applicable)</i>	NV48759	RFS Number: <i>(if applicable)</i>	32901-48759		
*Original Contract Begin Date:	February 5, 2016	*Current End Date:	February 4, 2021		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	October 31, 2018				
*Department Submitting:	Tennessee Department of Correction				
*Division:	Fiscal Services				
*Date Submitted:	August 31, 2018				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	NA				
*Contract Vendor Name:	Abilis Solutions Corp.				
*Current Maximum Liability:	\$15,374,200.00				
*Estimated Total Spend for Commodities:	NA				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 16	FY: 17	FY: 18	FY: 19	FY: 20	
\$2,038,943	\$4,388,679	\$4,978,105	\$1,801,021	\$2,167,452	
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 16	FY: 17	FY: 18	FY: 19	FY	FY
\$1,242,290	\$2,229,722	\$2,835,788	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			NA		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			NA		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			NA		
*Contract Funding Source/Amount:					
State:	\$15,374,200.00	Federal:			

Supplemental Documentation Required for
Fiscal Review Committee

<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>	RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	Costs were determined via the RFP process.		
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	When the RFP was issued, there were two other bidders, Advanced Technologies Group, LLC and ATT. It is in the best interest of the State to amend the existing contract with Abilis in order to allow for change orders for unforeseen revisions or additions to the existing scope of services.		



STS Pre-Approval Endorsement Request E-Mail Transmittal

Received by STS on Tuesday, August 28, 2018

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Priscilla Wainwright
E-mail : Priscilla.wainwright@tn.gov

DATE : August 28, 2018

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 32901-48759

State Security Confidential Information Applicability

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

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

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

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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

Contracting Agency	Tennessee Department of Correction
Agency Contact (name, phone, e-mail)	Priscilla Wainwright (615) 253-5571 Priscilla.wainwright@tn.gov

Applicable RFS # 32901-48759

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

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

IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#
- Not Applicable

Subject Information Technology Service Description

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

Revises the payment methodology to increase the maximum allowed for Modifications and Enhancement Requests from seven percent (7%) to fifteen percent (15%) of the Total Implementation Amount.

Amendment Request

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

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	32901-48759	
1. Procuring Agency	Tennessee Department of Correction (TDOC)	
2. Contractor	Abilis Solutions Corp.	
3. Edison contract ID #	NV48759	
4. Proposed amendment #	1	
5. Contract's Original Effective Date	February 5, 2016	
6. Current end date	February 4, 2021	
7. Proposed end date	NA	
8. Current Maximum Liability	\$ 15,374,200.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 15,374,200.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>To revise the payment methodology to increase the maximum allowed for Modifications and Enhancement Requests from seven percent (7%) to fifteen percent (15%) of the Total Implementation Amount in order to pay for interface work as well as mandated legislative changes.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	<p>The proposed amendment does not involve a change in the Scope of Services – only a</p>	

Agency request tracking #	32901-48759
revision to the payment methodology.	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-48759	Edison ID NV48759	Contract #	Amendment # 1		
Contractor Legal Entity Name Abilis Solutions Corp.			Edison Vendor ID 48759		
Amendment Purpose & Effect(s) To revise the payment methodology to increase the maximum allowed for Modifications and Enhancement Requests from seven percent (7%) to fifteen percent (15%) of the Total Implementation Amount.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: February 4, 2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ NA		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$2,038,943.00				\$2,038,943.00
2017	\$4,388,679.00				\$4,388,679.00
2018	\$4,978,105.00				\$4,978,105.00
2019	\$1,801,021.00				\$1,801,021.00
2020	\$2,167,452.00				\$2,167,452.00
TOTAL:	\$15,374,200.00				\$15,374,200.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>			
		Speed Chart (optional)	Account Code (optional)		

**AMENDMENT 1
OF CONTRACT NV48759**

This Amendment is made and entered by and between the State of Tennessee, **Department of Correction**, hereinafter referred to as the "State" and **Abilis Solutions Corp.**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract Sub-Section A.1.b.kk.viii.
 - A.1.b.kk.viii.
comply with the Contractor Hosted Services and Confidential Data requirements enumerated in Section E.9.
2. Contract Section A.4.2.j.i. is deleted in its entirety and replaced with the following:

A.4.2.j.i.The Solution Contractor shall coordinate the development of a consolidated Disaster Recovery Plan meeting the requirements in Section E.9.b. and the following:
3. Contract Sub-Section A.4.2.j.iii is deleted in its entirety.
4. Contract Sub-Sections A.4.5.b.i and A.4.5.b.ii are deleted in their entirety and replaced with the following:

A.4.5.b.i The Contractor, in coordination with all Solution affiliated Contractors, shall conduct a coordinated disaster recovery test and present the results to the State according to the requirements in Section E.9.b.(2).
5. Contract Sub-Section A.4.5.viii is deleted in its entirety.
6. Contract Section D.2. is deleted in its entirety and replaced with the following:

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:

Debbie Inglis, General Counsel & Deputy Commissioner
Tennessee Department of Correction
6th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243
Debbie.Inglis@tn.gov
Telephone # 615-253-8147

The Contractor:

Sylvia Beauchamp, Abilis
1010 Sherbrooke Street West, 1900
Montreal Quebec H3A 2R7
sbeauchamp@abilis.ca
Telephone # 514-844-7849 Ext. 333

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

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

C.3. Payment Methodology. The Contractor shall be compensated based on the payment 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	\$313,250.00
(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 (Section A.4.2.j)	
Planning Payment	Completed Plans/Living Documents Complete and State Approved	\$929,040.00
(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)	\$1,743,080.00

	<p>Construct the Solution (Section A.4.3.f)</p> <p>Required Application Interfaces Plan (Section A.4.3.g) (Attachment 51_Distributed_Apps_Data_X.xlsx)</p> <p>Required Data Exchange Development Plan (Section A.4.3.h)</p> <p>Testing (Section A.4.3.i)</p> <p>Conduct Testing (Section A.4.3j)</p> <p>User Acceptance Testing (UAT) Plan and Approach (Section A.4.3.k)</p> <p>Functional Testing (Section A.4.3.l)</p> <p>System and Integration Testing (Section A.4.3.m)</p> <p>Defect Tracking Log (Section A.4.3.n)</p> <p>Modifications and Enhancements Requests Plan (Section A.4.3.o)</p>	
(A.4.4) Implementation(s) with Rollout(s)	<p>Pilot Implementation Plan (Section A.4.4.a)</p> <p>Training Plan (Section A.4.4.b)</p> <p>Technical and Operational Documentation Plan (Section A.4.4.c)</p> <p>Implementation Plan (Section A.4.4.d)</p> <p>Subsequent Pilot Implementation Iterations (Section A.4.4.e)</p> <p>Release Management Plan (Section A.4.4.f)</p> <p>Support Services (Section A.4.4.g)</p>	\$2,337,120.00
(A.4.5) Transition(s) to Contractor Hosting	<p>Hosting Support Plan (Section A.4.5.a)</p> <p>Disaster Recovery Plan (Section A.4.5.b)</p> <p>Contingency Plan (Section A.4.5.c)</p> <p>Maintenance and Support Plan (Section A.4.5.d)</p> <p>Post Implementation Plan (Section A.4.5.e)</p>	
Transition Payment	Post Implementation Documents Complete and State Approved	\$259,680.00
Modifications and Enhancement Requests	<p>Maximum Allowed for Modifications and Enhancement Requests.</p> <p>Fifteen percent (15%) of the Total Implementation Amount Per Section C.3.c</p>	

Cost Item Description	Cost				
	Partial Hosting Project Year One*	Partial Hosting Project Year Two*	Production Hosting Project Year Three*	Production Hosting Project Year Four*	Production Hosting Project Year Five*
Hosting Cost – as detailed in Contract Section A.4.5 (Per Seat Cost*)	\$0	\$8.44	\$127.42	\$164.49	\$167.86
Licensing Cost	\$0	\$2,172,330	\$0	\$0	\$0
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.3.o** (included in Implementation)	\$106.25 Per Hour	\$106.25 Per Hour	\$106.25 Per Hour	\$106.25 Per Hour	\$106.25 Per Hour
Cost Item Description	Cost				
	Production Hosting Project Year Six*	Production Hosting Project Year Seven*	Production Hosting Project Year Eight*	Production Hosting Project Year Nine*	Production Hosting Project Year Ten*
Hosting Cost – as detailed in Contract Section A.4.5 (Per Seat Cost*)	\$167.86	\$167.86	\$167.86	\$167.86	\$167.86
Licensing Cost	\$0	\$0	\$0	\$0	\$0
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.3.o** (included in Implementation)	\$106.25 Per Hour	\$106.25 Per Hour	\$106.25 Per Hour	\$106.25 Per Hour	\$106.25 Per Hour

*Based on the vendor's project approach (approved by the State), the hosting cost should reflect per seat and only reflect what is required for that hosting Project Year.

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

C.3.c. The Contractor shall be compensated for modifications 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 Modification and Enhancements

Requests portion of Contract Section C.3.b above and as agreed pursuant to Section A.4.3.o., PROVIDED THAT compensation to the Contractor for such modification and enhancement work shall not exceed FIFTEEN PERCENT (15 %) of the Total Implementation Amount detailed in Section C.3.b., above. If, at any point during the Term, the State determines that the cost of necessary modification and enhancement work would exceed the maximum amount, the State may amend this Contract to address the need.

8. The following is added as Contract Section E.9.

E.9. Contractor Hosted Services and Confidential Data.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request.
- (4) The Contractor must comply with the State's Enterprise Information Security Policies. This document is found at the following URL: <https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-ISO-27002-Public.pdf>.
- (5) In the event that the operating system is an integral part of the application, the Contractor agrees to maintain Operating Systems at current, manufacturer supported versions. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (6) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. The Contractor shall make sure that the Application is at all times fully compatible with a manufacturer-supported Operating System; the State shall not be required to run an Operating System that is no longer supported by the manufacturer.
- (7) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application, to ensure that security vulnerabilities are not introduced.

- (8) With advance notice from the State, and no more than one (1) time per year the Contractor agrees to allow the State to perform logical and physical audits of the Contractor's facility and systems that are hosting Confidential State Data.
 - (9) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Penetration Tests" shall be in the form of software attacks on the Contractor's computer system, with the purpose of discovering security weaknesses, and potentially gaining access to the computer's features and data. The "Vulnerability Assessment" shall have the goal of defining, identifying, and classifying the security holes (vulnerabilities) in the Contractor's computer, network, or communications infrastructure. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Contractor's Processing Environment.
- b. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: **fifteen (15) minutes or less**
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: **one (1) hour or less**
 - (2) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- c. Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- d. Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

9. The following is added as Contract Section E.10

E.10. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

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

Amendment Effective Date. The revisions set forth herein shall be effective **October 31, 2018**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ABILIS SOLUTIONS CORP.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

TONY PARKER, COMMISSIONER

DATE

COMET Modifications Enhancement Request Change to Contract

Reason for Contract Modification

Throughout the project lifecycle, there have been several legislative requirements that have added to the scope of the COMET Project. Section C.3 of the Contract authorizes compensation for the vendor, Abilis Solutions, for Modifications and Enhancements requested by the State without contract modification provided such work does not exceed seven percent (7%) of the Total Implementation Amount in C.3.b.

The following legislative changes had been added and mandated by law:

MER (Change Requests)		
- Public Safety Act 2016 (PSA) - Sanctions (Paid)	12/12/2017	\$255,850.00
- Abilis/Strong-R Vant4ge Interface : Abilis (Paid)	6/30/2018	\$351,000.00
- TCOM Legislative Change (added to go-live)		\$54,000.00
- Initial Electronic Monitoring Fee Legislative Change (Just received requirements – will be sent to Abilis for cost estimate)		TBD
PSA - Incentives - Completed after Go-live		\$552,500.00
	Total	\$1,213,350.00
	Contract Total	\$15,374,200.00
	7%	\$1,076,194.00
	15%	\$2,306,130.00
	Paid to Abilis To Date	660,850.00

As shown in the above chart, the legislative changes that were passed after the original contract was awarded has created an additional scope and effort and will go over the seven percent (7%) once completed and paid for. Also, as laws are passed each year, and in anticipation of this going forward, we are requesting that the Modification Enhancement Requests portion of the contract be amended to a higher percentage rate of fifteen percent (15%) in order to accommodate these changes and cover smaller additions that could be passed in the next fiscal year. The Department does not anticipate an increase in maximum contract liability as a result of this change.

NOTE: Any large level of effort legislative change would still require Committee approval and additional budget money.



CONTRACT

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

Begin Date February 5, 2016	End Date February 4, 2021	Agency Tracking # 32901-48759	Edison Record ID 32901-48759
---------------------------------------	-------------------------------------	---	--

Contractor Legal Entity Name Abills Solutions Corp.	Edison Contractor ID 48759
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Goods or Services Caption (one line only)
Offender Management System

Sub recipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$2,038,943.00				
2017	\$4,388,679.00				
2018	\$4,978,105.00				
2019	\$1,801,021.00				
2020	\$2,167,452.00				
TOTAL:	\$15,374,200.00				

Contractor Ownership Characteristics:

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

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

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: Corporation

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

Competitive Selection RFP process utilized

Other

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.

Wally O. Jule

Speed Chart (optional) C0000125B	Account Code (optional) 72203000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
ABILIS SOLUTIONS CORP.**

This Contract, by and between the State of Tennessee, DEPARTMENT OF CORRECTION("State") and Abilis Solutions Corp. ("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
Contractor Place of Incorporation or Organization: Maine
Contractor Edison Registration ID # 194659

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_Accounting.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, 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 1 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 31, Article 2 -Prisons, 31-22 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 must include an explanation of the failure to meet the schedule and detailed plans to overcome the failure and prevent its recurrent requests for documentation
 - vii. 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, timeliness, 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 [REDACTED] Database objects. Other components of the legacy system include [REDACTED] databases, distributed applications and data exchanges. (Reference Attachment 51_Distributed_Apps_Data_X.xlsx)

For [REDACTED] 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 [REDACTED] database objects, including tables and views, with their respective data elements (fields/columns) will be transformed into a normalized [REDACTED] database [REDACTED] along with complete mappings [REDACTED] table/field names to [REDACTED] 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 contractor's 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 [REDACTED] 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 baseline 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:

- i. 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 Implementation(s) with Rollout(s)

- a. Pilot Implementation Plan. 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. Training Plan. 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. Technical and Operational Documentation Plan. 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. Implementation Plan. 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. Disaster Recovery.
- 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 exemplified 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 February 05, 2016 ("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 Fifteen Million Three Hundred and Seventy Four Thousand Two Hundred dollars and Zero Cents (\$15,374,200.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.



- C.2. Compensation Firm. The payment methodology in Section C.3 of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

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	\$313,250.00
(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	\$929,040.00
(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)	\$1,743,080.00



	Construct the Solution (Section A.4.3.f) 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)	
(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)	\$2,337,120.00
(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	\$259,680.00

Modifications and Enhancement Requests	Maximum Allowed for Modifications and Enhancement Requests. 7% of the Total Implementation Amount per C.3.c	
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Cost Item Description	Cost				
	Partial Hosting Project Year One*	Partial Hosting Project Year Two*	Production Hosting Project Year Three*	Production Hosting Project Year Four*	Production Hosting Project Year Five*
Hosting Cost – as detailed in Contract Section A.4.5 (Per Seat Cost*)	\$ 0	\$ 8.44	\$ 127.42	\$ 184.49	\$ 167.86
DS RS 4 Licensing Cost (With per license cost** x Licenses required)	\$ 0	\$ 2,172,330	\$ 0	\$ 0	\$ 0
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.3.o.** (Included in Implementation)	\$ 108.25 Per Hr	\$ 108.25 Per Hr	\$ 108.25 Per Hr	\$ 106.25 Per Hr	\$ 106.25 Per Hr
Cost Item Description	Cost				
	Production Hosting Project Year Six*	Production Hosting Project Year Seven*	Production Hosting Project Year Eight*	Production Hosting Project Year Nine*	Production Hosting Project Year Ten*
Hosting Cost – as detailed in Contract Section A.4.5 (Per Seat Cost*)	\$ 167.86	\$ 167.86	\$ 167.86	\$ 167.86	\$ 167.86
DS RS 4 Licensing Cost (With per license cost** x Licenses required)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.3.o.** (Included in Implementation)	\$ 108.25 Per Hr	\$ 106.25 Per Hr	\$ 108.25 Per Hr	\$ 108.25 Per Hr	\$ 106.25 Per Hr

DS RS
4
*Based on the vendor's project approach (approved by the state), the hosting cost should reflect per seat and only reflect what is required for that hosting Project year. Licensing cost should reflect per seat/license and only reflect what is required for that project year.

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

DS RS
4
***Since the solution should be in full production status in Project Year Three, Years four through ten should only include additional solution licenses needed and confirmed by the state.

DS RS
4
- 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 G.3.B.

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:

Emily Gibson, Deputy commissioner of Administration
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
Telephone # 615-253-8281
Emily.Gibson@tn.gov



The Contractor:

Sylvie Beauchamp, Abilis
1010 Sherbrooke Street West, 1900
Montreal Quebec H3A 2R7
Telephone # 514-884-4888 ext. 333
FAX # 514-844-7849 Ext. 333
Cell# 514-219-4413
sbeauchamp@abilis.ca

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



- 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:



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;



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 to State, or will facilitate the granting to State, a non-exclusive non-transferable license.

(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 or any other intellectual property of the contractor.

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 any "Work Product", "Custom-Developed Application Software," and "Rights Transfer Application Software", including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied in and/or arising out of the "Work Product", "Custom-Developed Application Software," and "Rights Transfer Application Software", shall belong exclusively to the Contractor subject to the grant by Contractor to State of a non-exclusive, non-transferable, perpetual,



royalty-free license to use all work and software developed and delivered by the Contractor to State under this Agreement solely for its internal use.

(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 until January 31, 2018. The performance bond amount shall encompass the project costs and licensing fees associated with the go-live period. This amount totals seven million seven hundred fifty-four thousand five hundred—00/100 dollars (\$7,754,500.00). 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 will remain in effect until January 31, 2018. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. For greater certainty, the performance bond is not subject to section B: Term of Contract.

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 of the bond 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. The State and the Contractor agree that it would be impossible to ascertain the amount of damages that would be caused by any one of the events outlined in Attachment C ("Liquidated Damages Event"). Accordingly in the event of a Liquidated Damages Event, the State and the Contractor agree to collaborate to remedy the situation as soon as possible. Hence, if the Contractor was not able to remedy the situation within the cure period for any such Liquidated Damages Event, the State may assess damages on the Contractor ("Liquidated Damages"). The State shall notify the Contractor of the 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. Nevertheless, the State and the Contractor would collaborate in good faith to establish such Liquidated Damages, if and when possible. If the State and the Contractor are not able to together establish such Liquidated Damages, the Contractor hereby represents that it has carefully reviewed the maximum Liquidated Damages and accepts that these amounts would represent, if the State and the Contractor are not able to agree as to the reasonable amount of Liquidated Damages, the maximum amount payable to compensate such 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 the 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,

Abills Solutions Corp.:

2/3/2016

CONTRACTORSIGNATURE

DATE

Eric Le Goff, President and CTO

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

Department of Corrections:

2-5-2016

Commissioner Derrick D. Schofield

DATE



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	48759
CONTRACTOR LEGAL ENTITY NAME:	ABILIS SOLUTIONS CORP.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

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.

ERIC LEGOFF, PRESIDENT AND CTO
PRINTED NAME AND TITLE OF SIGNATORY

FEB. 5TH, 2016
DATE OF ATTESTATION



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.

Regardless of any terms to the contrary in the contract, this bond shall not respond to any portion of the Contract that is performed after the Go-Live date of January 31, 2018. Failure to extend, increase or otherwise modify this Bond shall not be an event of default under this Bond.

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	<p>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</p>	<p>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.</p>	<p>\$20,000 per occurrence</p>
Level-2	<p>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</p>	<p>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</p>	<p>\$10,000 per occurrence</p>
Level-3	<p>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</p>	<p>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</p>	<p>\$5,000 per occurrence</p>



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. 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



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