



STATE OF TENNESSEE  
 TENNESSEE DEPARTMENT OF CORRECTION

**REQUEST FOR PROPOSALS # 32901-31203  
 AMENDMENT # 2  
 FOR OFFENDER MANAGEMENT SYSTEM  
 REPLACEMENT CONSULTING SERVICES**

**DATE: 10/28/2022**

**RFP # 32901-31203 IS AMENDED AS FOLLOWS:**

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 19, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	September 23, 2022
3. Pre-response Conference	2:00 p.m.	September 26, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 27, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 3, 2022
6. State Response to Written "Questions & Comments"		October 28, 2022
7. Response Deadline	2:00 p.m.	November 11, 2022
8. State Completion of Technical Response Evaluations		November 21, 2022
9. State Schedules Respondent Oral Presentation		November 22, 2022
10. Respondent Oral Presentation	8am-4:30pm	November 28, 2022
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 30, 2022
12. Negotiations (Optional)	4:30pm	December 1st-5th, 2022
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 6, 2022
14. End of Open File Period		December 13, 2022
15. State sends contract to Contractor for signature		December 14, 2022

16. Contractor Signature Deadline	2:00 p.m.	December 16, 2022
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**2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
N/A	N/A	<p>1. Does the State want this responded to under the NASPO Contract? The State of TN has multiple contracts including the NASPO Cloud Contract. [REDACTED] wanted to confirm if the State wants us to respond under a current contract. Basically, does the State want this under a current contract?</p>	No. The State wishes to bid this out through the RFP process at this time
N/A	N/A	<p>2. Last I recall there was RFP # 32901-31207 for GPS &amp; RF Electronic Monitoring Services related to the effort that was subsequently canceled. With the new RFP # 32901-31203 for TDOC OMS Replacement Consulting Services being released I wanted to ask; will the future OMS encompass the GPS Offender Monitoring that was previously sought? Or will this be a separate solution that needs to be integrated down the line?</p>	There will be a separate solicitation for GPS/RF Electronic Monitoring, and that solution will need to be integrated.
		<p>3. This RFP appears to combine the typical services of a PMO vendor and a Systems Integrator for the OMS Replacement project. Could the State clarify how much of the delivery activity is in this PMO project scope and how much is in the follow-on implementation scope once a software vendor has been selected? Is it anticipated that the PMO vendor is managing the project and driving the software vendor or is this PMO vendor also delivering some aspects of the implementation scope too? What work is anticipated that the software vendor would be performing? Is it anticipated that the software vendor would include an SI as part of their bid to deliver the overall scope?</p>	<p>The State's intent is to have the selected Contractor lead the PM effort working with the selected OMS Contractor and State PMO to deliver a COTS SaaS product. The services being sought are for the solicitation development and the program management after the OMS solution is selected. It is NOT intended for the selected Contractor for this solicitation to Implement the OMS solution. Please refer to section 1.1 of the RFP.</p> <p>1. The selected Contractor would first and foremost consult on the development of the OMS RFP and consult during the procurement process in addressing questions and comments from potential respondents.</p> <p>2. The Contractor would not be providing any implementation scope items, those would be the responsibility of the selected OMS Contractor. The Contractor would consult on implementation practices and provide guidance on issues that may arise.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			Please refer to Section 1.1 of the RFP.
		<p>4. The RFP appears to require that the Consultant provide a fixed fee bid for Phase 2 in which the solution, approach, and timing is not yet known or understood. Is this the right interpretation? If so, it is not industry standard to provide a fixed fee bid on an undefined scope of work. Are there detailed estimating parameters and assumptions you could provide to allow us to bid? Would the State consider ROM pricing and rate-card based pricing for Phase 2 at this stage until the actual solution is selected?</p>	<p>The State is requiring respondents to provide a Project Cost which will be broken out per section C.3. of the Pro Forma. At this time, we do not have any additional information other than what is in the scope</p>
		<p>5. The 50% payment on go-live for Phase 2 is not commercially feasible nor focused appropriately for the selected PMO Contractor. Would the State reconsider the payment methodology such that it is appropriately balanced between the software vendor(?and SI vendor?) and the PMO vendor? Would the State consider a reduced value more in line with commercially acceptable terms?</p>	<p>The State declines to make this change</p>
		<p>6. Is State of TN open for custom built solution for OMS, or does it have to be a Commercial Out of The Shelf (COTS) offered as SaaS?</p>	<p>Given the hard timeline and the use of ARPA dollars the only way to deliver a solution is with a COTS offered as a SaaS with minimal customization. The OMS solution will be a SaaS solution with the intent of minimal modifications and the estimated timeline for Implementation is for 2 ½ years to 3 years.</p>
		<p>7. Does responding to this RFP to help the state procure an OMS vendor for the OMS implementation in Phase2 excludes the responding vendor to be the OMS vendor for Phase 2 ( OMS Implementation)?</p>	<p>Responding in and of itself does not preclude a respondent from participating on the subsequent RFP to procure the OMS, only the awarded respondent to this RFP will be restricted from participation on the subsequent RFP.</p>
		<p>8. Does performing the phase 1 assessment work and developing an RFP to identify the OMS vendor, exclude the service partner from the actual Implementation of phase 2 along with the OMS vendor</p>	<p>A respondent cannot perform work under the Contract awarded from this RFP and also bid on the subsequent RFP to provide the OMS.</p>
		<p>9. Can the service partner helping in procuring an OMS vendor bid for Functional QA Testing and Performance Testing</p>	<p>No. ARPA funding requirements/parameters specify that the Contractor awarded the OMS consultant contract would not be</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		activities for the OMS solution during Phase 2 ?	eligible to bid on any part of system implementation.
		10. During the RFP presentation/walk through phase would state need any references of similar work done for other engagements.	In regards to references Please refer to Attachment 6.4 Reference Questionnaire of the RFP. If you are referring to the Oral Presentations stage of the RFP, please refer to RFP Attachment 6.2 Section D Oral Presentation items beginning on page 28 of the PDF for a listing of items that will be needed during that time. If the Respondent feels they need to provide references during the oral presentation they may do so, but they are not required as per the items currently listed in Section D.
		11. During the RFP discussion phase do we have to share resumes/profiles upfront or can we do this later after the selection of the service partner.	Please refer to section B.12 and B.13 of Attachment 6.2 Section B of the RFP, these will need to be provided as part of the Technical Response for evaluation by the State.
		12. What is the completion timeframe for phase 1 initiative	The completion timeframe for the phase 1 initiative will be based on the selected Contractor analysis and the States approval.
		13. Does Dept of Correction have any OMS platforms in mind that they are looking for evaluation and is the expectation for the partner to assist with the evaluation of the platform, understand the legacy footprint and suggest a recommendation based on fit for purpose	<p>The expectation is that the Contractor support TDOC in developing a competitive solicitation for a Contractor solution.</p> <p>Although TDOC is aware of Contractors which provide such solutions, the State is open to reviewing proposals from all bidders whose solutions meet solicitation technical requirements and scope of services.</p> <p>State procurement rules only permit State employees to evaluate proposals. The awarded Contractor cannot evaluate proposals.</p>
		14. Have the Pre-Engagement activities outlined in the Introduction to the Tennessee Business Solutions Methodology (TBSM) document (Initial Project Assessment, Facilitate Solution a Vision Sessions, and Assist Agency in Documenting Business Case) been	<p>No. The Pre-Engagement activities outlined in the Introduction to the TBSM have not been completed.</p> <p>No. The State has not developed a preliminary Project Charter.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		completed? Additionally, has the State developed a (preliminary) Project Charter?	
		15. The TBSM documentation on the State's webpage (linked here) is dated 2014. Is that the most current version of the documentation?	YES. The 2014 version of the TBSM documentation is the most current version.
		16. The TBSM document outlines roles for a Project Manager and a Business Analyst. Which agency will be responsible for accomplishing the tasks (DOC, consultant, or the solution vendor)? Is it assumed to be a collaborative effort between all three?	It is a collaborated effort from all three.
		17. Based on our experience, system selection activities take 8 to 10 months. Given the DOC's timeline of a 24-month contract period, should proposers assume the extent to which implementation activities will occur in the remaining 14-month timeline? Or, is it the DOC's intention to complete both system selection and implementation within 24 months?	Please see item 5 below
		18. What a Contractor Tennessee Edison Registration ID Number (page 42) and how might proposers acquire one?	An Edison ID can be obtained by visiting the <a href="#">Edison Supplier portal</a> and following the instructions listed in the middle column.
		19. Would the State be amenable to an alteration in its indemnification language? We propose the following language, which we believe to be fair to both parties: "The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities, and costs arising from the negligent acts of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor shall not be obligated to indemnify the Client for the Client's own negligence."	No. The State cannot change or modify the content of its hold harmless and indemnity provision because it is a sovereign organization. Tennessee laws and statutes prevent the State from agreeing to any inference that it will hold harmless and indemnify another party.

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		<p>20. Thank you for listening to [REDACTED] concerns. As I relayed to you, our concerns center mainly around the commercial structure of the RFP and how the scope of work is very broad in the State's request to provide services and fixed pricing upfront for Phase 1 and Phase 2 with so many unknown variables.</p> <p>I wanted to propose a potential solution which the State may want to consider. In 2020, the University of Tennessee System released an RFP for Consulting Services and Software Selection of their future ERP solution that gave them the flexibility and option to extend the initial contract for the downstream System Integration work. Using this type of structure would provide Corrections the means to evaluate a vendor's capabilities, approach and costs now for the Phase 1 PMO/Software Selection services while evaluating the Phase 2 implementation capabilities of the vendor (without factoring in cost since implementation costs are still unknown until the software vendor has been selected) and TDOC would have the flexibility to exercise the option to extend services if they so desire.</p> <p>Below is the language from the UT System RFP:</p> <p>"The University is going to hire a consultant to assist with this decision. There will be two phases to this project and the specifics are detailed in Section Four of this document. At a high level, phase one includes assisting the University with preparing for an ERP implementation and assisting with the procurement and selection process. Phase two is implementing the software selected. This request is just for phase one. At the conclusion of phase one, the University may elect to use the successful respondent of this solicitation for phase two. This decision is solely at the University's discretion and the two parties will negotiate the scope and fees for phase two, should the University elect to do so."</p> <p>We believe this could be mutually beneficial to the vendor community and the Department of Corrections while keeping the procurement process moving forward. Please let me know if you have any questions on this approach. We appreciate the opportunity to provide feedback on this process.</p>	<p>The State will not be making the requested change.</p>
		<p>21. Is there a budget for this work?</p>	<p>Respondents must provide the best budget proposal for the detailed</p>

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			technical requirements and Pro Forma Contract scope of services. The State will not be releasing a budget as part of the procurement.
		22. Is there a page limit for this response? If so, are the transmittal letter and executive summary included in that page count? Is there a preference between single and double spaced paragraphs? And can a smaller than 12 pt font size be used in graphics and tables?	As stated in RFP Section 3.1.1.2, responses should be 'economically prepared with emphasis on completeness and clarity.' A transmittal letter and executive summary may be included in the proposal pages as submitted.  Double-spaced paragraphs are preferred for legibility.  Print that is smaller than 12 point font can be used in graphics and tables, but it is up to each respondent to insure that writing is legible
		23. Will the State accept digital submission of the response via email?	The State is not accepting email responses. Responses must be submitted in accordance with Section 3 of the RFP.
		24. How many processes and sub-processes are included in the OMS scope?	TBD based off selected Contractor analysis. Processes and Sub-processes are subject to Contractor analysis and verification. There are approximately 17 functional models and approximately 25 other apps that interface but the final number will need to be analyzed by the selected Contractor and verified.
		25. How often does the TDOC expect vendors to need to be onsite? Weekly, Monthly, Quarterly?	A frequency has not yet been determined by TDOC, but will be determined in consultation with the awarded Contractor. Section A.6. of the pro forma currently addresses the on site needs
		26. Would TDOC consider expanding the rate per hour to a rate card for different levels of resources that may be required to support Additional Services via a Change Order?	The State declines to make this change.
		27. Can the State provide a list of other systems/technologies with which the Offender Management System (OMS) would need to integrate?	The OMS will need to integrate with:  Any Electronic Health Records System adopted by the State either prior to the awarding of the OMS contract or during the term of the OMS contract.  STRONG-R; the State's Validated risk Needs Assessment Instrument

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			<p>CIPS Pharmacy</p> <p>Garcia Labs – Drug Testing</p> <p>TridentConnect – Radiology</p> <p>Tennessee Bureau of Investigation</p> <p>STARLIMS State Lab</p> <p>CSMD – Tennessee’s prescription drug monitoring program</p> <p>TennIIS – statewide immunization Information system</p> <p>APPRISS – Victim Notification System</p> <p>Offenderlink – Compliant Reporting Contractor</p> <p>TennCare --- Tennessee’s managed Medicaid agency</p> <p>Health Information Exchange (HIE)</p>
		<p>28. The State’s pro forma contract addresses Ownership of Goods (provision E.3) but does not address ownership rights of the deliverables specified under pro forma Section A. Scope (which does not include the delivery of any goods). Additionally, the pro forma does not afford Contractor’s any protection for its Intellectual Property that may be used during the engagement.</p> <p>Would the State be amenable to modifying the provision to clarify that the State will obtain ownership to all deliverables under the contract and the Contractor will retain ownership to its Intellectual Property while providing the State with a broad license to use any such Contractor Intellectual Property that may be contained in any deliverables?</p>	<p>The State declines to make this change at this time but per RFP section 5.2.3 and 5.3 the State may entertain limited negotiations provided that any changes are not substantive in nature and do not affect the competitive nature of the procurement. The State has the sole determination on what constitutes a substantive change.</p>
		<p>29. The State’s pro forma contract under provision D.11 Records requires that all “The financial statements shall be prepared in accordance with generally accepted accounting principles.”</p> <p>Would the state be amenable to accepting minor clarifying changes to allow the</p>	<p>The State declines to make this change at this time but per RFP section 5.2.3 and 5.3 the State may entertain limited negotiations provided that any changes are not substantive in nature and do not affect the competitive nature of the procurement. The State has the sole determination on what constitutes a substantive change.</p>



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		Contractor to maintain their contract financial records according to GAAP?	
		30. Would the State be amenable to accepting changes to the standard D.32 Insurance requirements during negotiations that still maintain the coverage amounts specified by the State in the pro forma? Similar changes have been successfully negotiated with Tennessee agencies in the past and we do not believe impact the competitive nature of the RFP and contractor selection process.	The State declines to make this change at this time but per RFP section 5.2.3 and 5.3 the State may entertain limited negotiations provided that any changes are not substantive in nature and do not affect the competitive nature of the procurement. The State has the sole determination on what constitutes a substantive change.
		31. Section 3.2.4 of the RFP states, "A respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events." However, a specific time is not provided for Response Deadline in the RFP Schedule of Events. What time is the Response Deadline due by on 11/4/2022?	Please see the updated schedule of events in amendment 1
		32. Was it the state's intent for Item Ref. C.4 on RFP page 25 to refer to Pro Forma section A.4.a instead of A.4? If not, please advise on the scope of PMO best practices performed as part of this contract.	The section reference has been revised in item 3 below.
		33. Pro Forma Section A.5.b(9) references "Pro Forma A.6.e." Was it the state's intent to reference "Pro Forma A.4.e"? If not, please advise on the scope of testing the State intends to be performed as part of this contract.	The section reference has been corrected in item 4 below.
		34 Pro forma Section B states that the Contract Term shall extend for a period of 24 months with a contract Effective Date of 4/1/2023.  The Payment Methodology in Pro Forma Section C.3 includes Phase 2 payment milestones through Post Go-Live Support. RFP Section A.5.b states the target milestone date for Post Go-live Support as 9/30/2026.  Based on the information provided, the base contract term would span 4/1/2023 through 3/31/2025.	Please Refer to the State's Response to Question 17 above.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		Per the state's target milestone dates, it is likely that payment milestones would extend past the contract term. Would the state consider extending the base contract term to include the Post Go-Live Support through 9/30/2026?	
		35. Is it the state's intention to not start the contract shortly after the contractor signature of December 13, 2022 (Section 2 - RFP Schedule of Events), but rather start on April 1, 2023 (Section B - Term of Contract)?	No. Please see item 5 below
		36. With regards to the reference requirement of three (3) completed contracts that are similar in size and scope to the services required by this RFP –  Ongoing contracts that span a multi-year period may include a number of projects of similar scope/size that are completed during the duration of the contract. In these instances, please confirm that a completed project (of similar size and scope) within an ongoing multi-year contract will be accepted as a reference to fulfill this reference requirement.	By completed, the State means an entire project/contract that has come to its natural conclusion/completion.  A project within an ongoing multi-year contract would not meet this requirement.
		37. Has TDOC begun work on the OMS solicitation(s) with the expectation that the awarded Contractor will help update or will the awarded Contractor initiate the development of the OMS solicitation?	TDOC has not yet begun work on the OMS solicitation. The awarded contractor will work with TDOC on the solicitation development.
		38. Are existing/incumbent vendors supporting TDOC precluded from responding to this RFP?	There is no prohibition against existing/incumbent TDOC Contractors responding to this RFP. As stated above, however, the awarded Contractor for this procurement will not be able to bid for any part of the implementation of the OMS.

**3. Delete Attachment 6.2 Section C in its entirety and insert the following in its place**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project objectives.		1	
	C.2.	Please describe the Respondent's experience of your subject matter experts with industry knowledge of State government procurements and OMS vendor selection as outlined in Pro Forma section A.3.		1	
	C.3.	Please describe the Respondent's approach for assisting with large scale State government procurements as outlined in Pro Forma section A.3.		1	
	C.4.	Please describe the Respondent's experience utilizing PMO best practices as described in Pro Forma section A.4.a		1	
	C.5.	Please describe the Respondent's approach to project management utilizing industry best practices as described in Pro Forma section A.4.b.		1	
	C.6.	Please describe the Respondent's approach to business analysis utilizing industry best practices as described in Pro Forma section A.4.c.		1	
	C.7.	Please describe the Respondent's approach to vendor and contract management utilizing industry best practices as described in Pro Forma section A.4.d.		1	
	C.8.	Please describe the Respondent's approach to testing and validation utilizing industry best practices as described in Pro Forma section A.4.e.		1	
	C.9.	Please describe the Respondent's approach to organizational change management (OCM) utilizing industry best practices as described in Pro Forma section A.4.f.		1	
	C.10.	Please describe how the Respondent will meet the onsite requirements as described in Pro Forma section A.6.		1	

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>					
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 50</b> <i>(maximum possible score)</i>		<b>= SCORE:</b>	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

4. **Delete Pro Forma Contract section A.5.b.(9) in its entirety and insert the following in its place**  
 A.5.b.(9) Ensure successful completion of all testing as described in Pro Forma A.4.e

5. **Delete Pro Forma Contract section B.1. in its entirety and insert the following in its place**

B.1. This Contract shall be effective for the period beginning on **December 21, 2022** (“Effective Date”) and ending on September 30, 2026 (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

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