

**Alabama Medical Cannabis Commission**



**REQUEST FOR PROPOSAL**

**Alabama Medical Cannabis Seed-to-Sale Tracking System RFP**

**RFP#: 2022-MCSST-01**

**March 25, 2022**

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**Table of Contents**

1 General Information ..... 6

1.1 Background and Objective ..... 6

1.2 Purpose of RFP..... 6

1.3 Contract Duration ..... 6

1.4 Entire Agreement ..... 6

1.5 RFP Name ..... 6

1.6 Proposal Deadline ..... 6

1.7 Terminology ..... 7

1.8 Definitions ..... 7

1.9 Communications Regarding the RFP ..... 8

1.10 On-premise Work Coordination..... 10

1.11 Disclaimer ..... 10

1.12 Licensure ..... 11

1.13 VENDOR’s W-9 ..... 11

1.14 Vendor’s Memorandum of Understanding with DHS ..... 11

1.15 Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act. (Act 2012-491) ..... 11

2 RFP Schedule of Events ..... 14

3 Proposal Format and Content ..... 16

3.1 General Format..... 16

3.2 Submission ..... 16

3.3 Exceptions ..... 18

3.4 Non-Responsiveness ..... 18

3.5 Required Review and Waiver of Objections by VENDOR..... 19

3.6 Proposal Preparation and Presentation Costs ..... 19

3.7 Proposal Withdrawal ..... 19

3.8 Proposal Amendment ..... 19

3.9 Proposal Errors ..... 19

3.10 Incorrect Proposal Information ..... 19

3.11 Proposal Clarifications and Discussions ..... 20

3.12	Right of Rejection .....	20
3.13	Disclosure of Proposal Contents .....	20
3.14	Copyright Permission.....	21
4	Qualifications and Experience.....	23
4.1	Transmittal Letter.....	24
4.2	VENDOR’s Mandatory Qualifications .....	25
4.3	General Qualifications and Experience.....	25
4.4	Financial Stability .....	29
4.5	References .....	30
4.6	Project Manager References.....	31
4.7	Staffing.....	32
4.8	Risk Assessment.....	34
5	Technical .....	36
5.1	Scope of Work.....	37
5.2	Solution .....	47
6	Cost Proposal.....	62
7	Evaluation and VENDOR Selection.....	64
7.1	Proposal Evaluation Categories and Weights .....	64
7.2	Proposal Evaluation Process .....	64
7.3	Contract Award Process.....	65
8	Attachments.....	67
8.1	Certificate of Compliance .....	67
8.2	VENDOR Exceptions .....	68
8.3	Key Position Resume Sheet .....	69
8.4	Sample Key Position Resume Sheet .....	72
8.5	STATE Security Risk Assessment.....	76
8.6	Cost Proposal Template .....	89
8.7	Software Proposal Template .....	90
8.8	Customization Proposal Template .....	91
8.9	Total Evaluated Price Template .....	92

8.10 Hardware Proposal Template..... 93  
8.11 Functional Requirements..... 94  
9 Terms and Conditions..... 100

# **1 General Information**

## **1.1 Background and Objective**

The Alabama Medical Cannabis Commission (AMCC) is soliciting proposals to acquire and implement a seed-to-sale tracking system for the medical cannabis program. The AMCC was established by the Alabama legislature during the 2021 legislative session and signed into law by Alabama Governor Kay Ivey. AMCC is authorized to both administer and enforce Alabama Act 2021-450 (<https://amcc.alabama.gov/about/resources/>). Administrative rules and regulations are being drafted to further clarify and define the medical cannabis program.

## **1.2 Purpose of RFP**

To ensure that all medical cannabis sold in the state maintains product quality to protect the health and welfare of state residents. The statewide seed-to-sale tracking system will provide an integrated cannabis and medical cannabis tracking, inventory, and verification system.

## **1.3 Contract Duration**

The contract term is for a period of two (2) years effective from contract award date with an option to renew for three (3) additional one (1) year extensions with an estimated beginning of July 7, 2022. The selected VENDOR must start at a time designated by AMCC within sixty (60) days of AMCC's execution of the contract.

AMCC reserves the right to extend this contract for three (3) additional one (1) year periods with a total contract term of no more than five (5) years, provided that AMCC notifies the VENDOR in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be enacted through an amendment to the contract. This contract may be terminated by either party upon providing thirty (30) days written notice of intent to terminate the contract.

## **1.4 Entire Agreement**

The resulting contract shall include the provisions in this RFP and any addendum or attachments thereto. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and AMCC officials.

## **1.5 RFP Name**

AMCC has assigned the following RFP identification name -- it must be referenced in all communications regarding the RFP:

**Alabama Medical Cannabis Seed-to-Sale Tracking System RFP**

## **1.6 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date, which is detailed in Section 2, RFP Schedule of Events. A VENDOR must respond to the RFP and any exhibits, attachments, or amendments. A VENDOR'S failure to submit a Proposal as required before the deadline may result in the Proposal being considered non-responsive and may cause the Proposal to be disqualified.

The VENDOR assumes the risk of the method of dispatch chosen. AMCC assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual Proposal receipt by AMCC. Proposals delivered by facsimile and email transmission will not be accepted. Proposals must be submitted in the proper format as outlined in Section 3, Proposal Format and Content.

## **1.7 Terminology**

The use of the terms “shall” or “must” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the VENDOR. Failure by the VENDOR to respond to any of these requirements in the entire RFP may be considered non-responsive, and if deemed non-responsive the Proposal may be rejected by AMCC.

The VENDOR must respond with “ACKNOWLEDGE AND WILL COMPLY” to each section in the RFP that constitutes a “required” or “mandatory” requirement and does not request a specific answer or information.

The use of the term “may” in the RFP constitutes something that is not “required” or “mandatory” but is up to the VENDOR’S discretion whether to submit or comply with what is asked for. Not answering something that is stated with “may” will not be considered non-responsive.

If the VENDOR cannot respond with “ACKNOWLEDGE AND WILL COMPLY,” then the VENDOR must respond with “EXCEPTION.” (See Section 3.3 for additional instructions regarding exceptions.)

Where a section asks a question or requests information (e.g.: “The VENDOR must provide...”) the VENDOR must respond with the specific answer or information requested.

## **1.8 Definitions**

1. BOARD. The State Board of Medical Examiners
2. CANNABIS. a. Except as provided in paragraph b., all parts of any plant of the genus cannabis, whether growing or not, including the seeds, extractions of any kind from any part of the plant, and every compound, derivative, mixture, product, or preparation of the plant. b. The term does not include industrial hemp or hemp regulated under Article 11 of Chapter 8 of Title 2 Code of Alabama.
3. COMMISSION. The Alabama Medical Cannabis Commission

4. CULTIVATOR. An entity licensed by the Department of Agriculture and Industries authorized to grow cannabis
5. DEPARTMENT. The Department of Agriculture and Industries.
6. DISPENSARY. An entity licensed by the commission authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers.
7. DISPENSING SITE. A site operated by an dispensary licensee or an integrated facility licensee.
8. FACILITY or MEDICAL CANNABIS FACILITY. Any facility, or land associated with a facility.
9. INTEGRATED FACILITY. An entity licensed authorized to perform the functions of a cultivator, processor, secure transporter, and dispensary.
10. LICENSEE. A cultivator, processor, secure transporter, state testing laboratory, dispensary, or integrated facility licensed by the commission.
11. PACKAGE. Any container that a processor may use for enclosing and containing medical cannabis. The term does not include any carry-out bag or other similar container.
12. PATIENT REGISTRY. The Alabama Medical Cannabis Patient Registry System that is an electronic integrated system that tracks physician certifications, patient registrations, medical cannabis cards, the daily dosage and type of medical cannabis recommended to qualified patients by registered certifying physicians, and the dates of sale, amounts, and types of medical cannabis that were purchased by registered qualified patients at licensed dispensaries.
13. PROCESSOR. An entity licensed by the commission authorized to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form to a dispensing site.
14. SECURE TRANSPORTER. An entity licensed by the commission authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site.
15. STATE TESTING LABORATORY. An entity authorized to test cannabis and medical cannabis to ensure the product meets safety qualifications.
16. STATEWIDE SEED-TO-SALE TRACKING SYSTEM. The tracking system established to that tracks all cannabis and medical cannabis in the state.

## **1.9 Communications Regarding the RFP**

### **1.9.1 Contact with STATE Staff**

The integrity of the RFP process is of paramount importance to AMCC and will not be compromised. From the date this Request for Proposal (RFP) is issued through the evaluation process, VENDORS and their associates and representatives must not initiate

communication with any STATE staff, officials, or representatives regarding this Proposal except as provided by Section 1.9. Any unauthorized contact regarding this Proposal may disqualify the VENDOR from further consideration.

Questions or inquiries regarding the RFP, or the selection process, will be considered only when submitted as directed by the provisions of Section 1.9.3. All communications must be via e-mail to the RFP Coordinator at the e-mail address noted in Section 1.9.3. Any oral communications will be considered unofficial and non-binding to AMCC.

### **1.9.2 RFP Website**

This RFP, and all notices, amendments, and public communication regarding this RFP will be posted at the following website:

<https://amcc.alabama.gov/about/request-for-proposal/>

Reasonable effort will be made to maintain reliable and efficient access to this site and its associated content. However, AMCC is not liable for any VENDOR problems or errors (including but not limited to missed deadlines) that may arise due to temporary technical failures related to this website.

In addition, the RFP will be posted on other websites including but not limited to AMCC website and the Alabama State Comptroller website, <http://rfp.alabama.gov/PublicView.aspx>. Though the RFP will be posted on additional websites, the official RFP website will be the only website continuously updated with questions and answers, status updates, amendments, etc.

### **1.9.3 VENDOR Questions**

VENDORS with questions requiring clarification or interpretation of any Section within this RFP shall submit questions by e-mail to:

[rfpinfo@amcc.alabama.gov](mailto:rfpinfo@amcc.alabama.gov)

Submitted questions and requests for clarification must:

- cite the subject RFP name identified in Section 1.5,
- list the section number in question, and
- list the RFP page number.

The RFP Coordinator must receive these requests via e-mail by the deadline specified in Section 2, RFP Schedule of Events. AMCC will review and provide an official written answer to all questions received and post on the RFP website defined in Section 1.9.2.

AMCC will respond online to VENDOR questions. Communications that result in a significant change to the RFP may be listed as an amendment to the RFP. Only posted responses to e-mailed communications will be considered official and binding upon AMCC. AMCC reserves the right, at its sole discretion, to determine appropriate and adequate responses to VENDOR questions and requests for clarification.

AMCC will send, via e-mail, notice of the online posting of its written responses to written questions, to all VENDORS submitting a Notice of Interest by the deadline as specified in Section 2, RFP Schedule of Events.

#### **1.9.4 Addendum**

As a result of the questions received or due to other circumstances, AMCC may modify or change the RFP. In the event the RFP is modified, the modifications will be posted as a formal addendum and added to the RFP website as defined in Section 1.9.2 and the VENDOR will be responsible to check for all posted changes. If the changes are major and extensive, AMCC may, at its discretion, withdraw this RFP and may or may not issue a replacement. Failure to incorporate addendums in the submitted response may result in the Proposal being considered non-responsive and may result in disqualification.

#### **1.9.5 Oral Presentations**

AMCC reserves the right to request an oral presentation that may require a software demonstration of the VENDOR'S technology and presentation of the proposed Key Positions as defined in Section 4.7.2. AMCC shall not be liable for any costs associated with the presentation. This presentation shall show the capabilities of a VENDOR to provide the proposed solution as outlined in the VENDOR'S Proposal. VENDORS will be provided details as to the format and content of the oral presentation as part of the invitation. These presentations could include requests for additional information and may be part of the evaluation process. Additionally, in conducting presentations, AMCC may use information derived from Proposals submitted by competing VENDORS without disclosure of the identity of the other VENDOR. Oral Presentations may be used as part of the overall VENDOR evaluation as defined in Section 7.

#### **1.10 On-premise Work Coordination**

Any work or service performed on State premises will be done through coordination with the respective AMCC staff and will, in any event, be performed so as to minimize inconvenience to the AMCC and its personnel and minimize interference with the operation of the AMCC.

#### **1.11 Disclaimer**

All statistical and fiscal information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the best and most accurate information available to AMCC at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for an increase in payments to the VENDOR, a basis for delay in performance nor a basis for legal recovery of

damages, either actual, consequential or punitive except to the extent that such inaccuracies are shown by clear and convincing evidence to be the result of intentional misrepresentation by AMCC.

### **1.12 Licensure**

Before a Contract pursuant to this RFP is signed, the VENDOR must hold all necessary, applicable business and professional licenses to do business in the State of Alabama. AMCC may require any or all VENDORS to submit evidence of proper licensure. The VENDOR must also be registered to do business with the Office of the Secretary of State.

### **1.13 VENDOR'S W-9**

Complete and attach Vendor's W-9 as required by the Alabama Policies and Procedures Manual. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

### **1.14 Vendor's Memorandum of Understanding with DHS**

The VENDOR must provide a complete copy of Vendor's Memorandum of Understanding with DHS showing enrollment in the E-verify system (this can be printed from your business's screen once logged in to E-verify).

### **1.15 Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act. (Act 2012-491)**

Act 2012-491 of the Alabama Legislature, codified as Code of Alabama, §§31-13-1 et seq., regulates illegal immigration in the State of Alabama. Effective April 1, 2012, all contracts with the State or a political subdivision thereof must comply with the provisions of that law whether or not the contractor has a presence in Alabama or the work will be performed outside of the State.

Information regarding Act 2012-491 can be found at the following website:

<http://immigration.alabama.gov/>

Compliance with Act 2012-491 is due upon contract award and not part of the RFP process. Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act (Ala, Act 2012- 491 and any amendments thereto). Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that

the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by AMCC.

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

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## 2 RFP Schedule of Events

The following RFP Schedule of Events represents AMCC’s best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Standard Time.

AMCC reserves the right, at its discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via the RFP website defined in Section 1.9.2.

<b>Event</b>	<b>Date</b>
Issue RFP	03/25/2022
Deadline for Round 1 Written Comments and Questions	03/31/2022
Post Responses to Round 1 Written Comments and Questions	04/11/2022
Deadline for Submitting Proposals	04/22/2022
Evaluation of Proposals	04/23/2022 – 05/20/2022
Oral Presentations	05/24/2022 – 05/27/2022
Evaluation Committee presents Recommendation	06/07/2022
Executive Committee reviews Proposal Evaluation Committee Recommendation	06/08/2022 – 06/14/2022

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### **3 Proposal Format and Content**

#### **3.1 General Format**

**3.1.1** VENDORS must respond to this RFP with a Proposal divided into the following three major sections:

- (1) VENDOR Qualifications and Experience
- (2) Requirements
- (3) Cost Proposal

Each of these major sections must reference the RFP sections to which the VENDOR must respond.

**3.1.2** The VENDOR must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the Proposal would have a major section entitled “VENDOR Qualifications and Experience.” Within this section, the VENDOR would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP: i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each Section shall be preceded by the Section text of the RFP followed by the VENDOR’S response.

**3.1.3** Use of Electronic Versions of this RFP

This RFP and its attachments are available by electronic means on the RFP website. If accepted by such means, the VENDOR acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the VENDOR’S possession and the version maintained by AMCC, the version maintained by AMCC shall govern.

**3.1.4** Proposals shall not include references to information located elsewhere, such as Internet websites. Information or materials presented by the VENDOR outside the formal response or subsequent discussion/negotiation will not be considered, and will have no bearing on any award.

**3.1.5** Proposals must be prepared on standard 8 ½” x 11” paper and each major Section must be bound separately. All Proposal pages must be numbered unless specified otherwise. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English.

#### **3.2 Submission**

**3.2.1** Location

Proposals must be received at the location below by the date and time specified as the Deadline for Submitting Proposal in the RFP Section 2, Schedule of Events.

Attn: Alabama Medical Cannabis Commission  
445 Dexter Ave. Suite 8040  
Montgomery, AL 36104

It shall be the VENDOR'S sole risk to assure delivery at the designated location by the designated time. A Proposal received after the deadline stated in Section 2 may not be accepted and may be disqualified from further consideration.

### **3.2.2 VENDOR Contact**

The AMCC will consider the person who signs VENDOR's proposal the contact person for all matters pertaining to the proposal unless VENDOR designates another person in writing.

### **3.2.3 Multiple Proposals and Joint Ventures**

#### **3.2.3.1 Multiple Proposals**

AMCC is considering two platform models: 1) VENDOR Hosted (Cloud-based) or Software as a Service model (SaaS) and 2) AMCC Hosted Vendor Managed (on premise) model. VENDORS must only respond to one solution within a single RFP response. A VENDOR must not respond with two solutions within a single response. A VENDOR may submit multiple solutions as separate RFP responses. Specific platforms may have unique requirements. If a requirement is not applicable due to the platform model being proposed, the VENDOR must submit an exception as described in Section 3.3. AMCC reserves the right to clarify any exception for all non-applicable requirements.

#### **3.2.3.2 Joint Ventures**

Joint ventures are not acceptable in response to this RFP. If multiple VENDORS are proposing to jointly perform the project, the proposal must be submitted in the form of a prime contractor/subcontractor(s) arrangement.

#### **3.2.3.3 Subcontractor Definition**

AMCC defines a subcontractor as any third party contracted by the VENDOR to perform the contract work described in the RFP, whether a small portion of the work or a large portion of the work. If anyone or company other than the awarded VENDOR performs the work, that person/company would be a subcontractor.

The combined effort provided by subcontractors must not exceed twenty-five (25) percent based upon the total proposed cost.

### 3.2.4 Proposal Submittal

VENDORS must submit one (1) signed and notarized original hardcopy Proposal and one (1) softcopy USB flash drive of the entire Proposal to the RFP Coordinator in a sealed package and clearly marked:

**“Proposal in Response to [Seed-to-Sale Tracking System RFP] - Do Not Open”**

The softcopy USB flash drive version of the Proposal must contain the following:

- 3.2.4.1 One (1) complete copy of the Proposal in searchable Adobe Acrobat PDF format,
- 3.2.4.2 One (1) complete copy of the Proposal in Microsoft Word 2010 or later format,
- 3.2.4.3 Each VENDOR provided attachment in Microsoft Word 2010 or later format or Acrobat PDF format, and
- 3.2.4.4 One (1) complete copy of the Proposal and attachments with redaction of all confidential and/or proprietary information

### 3.2.5 Section Coversheet

The first page of each major Section must be a dated cover sheet identifying the VENDOR and proposed solution with an original ink signature of the person(s) legally authorized to bind the VENDOR to the Proposal. Proposals without signatures of persons legally authorized to bind the VENDOR to the Proposal may be rejected. The cover sheet must clearly identify the major section and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the VENDOR (do not number this page).

### 3.2.6 Table of Contents

The cover sheet must be followed by the “Table of Contents,” which must list all sections, subsections, and page numbers.

## 3.3 Exceptions

If a VENDOR cannot comply with a requirement of the RFP, the VENDOR must complete Attachment 8.2 VENDOR Exceptions and include it as an attachment to the VENDOR Qualifications and Experience Proposal. The VENDOR must fill out a separate sheet for each exception.

## 3.4 Non-Responsiveness

Any Proposal that does not meet the requirements and provide all required documentation may be considered non-responsive; and if deemed non-responsive, the Proposal may be rejected.

### **3.5 Required Review and Waiver of Objections by VENDOR**

VENDORS should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Questions”). Questions concerning the RFP must be made via e-mail directly to the RFP Coordinator and must be received by AMCC no later than the Deadline for Written Questions detailed in Section 2, RFP Schedule of Events. Vendors are encouraged to submit any VENDOR identified RFP errors and/or omissions to the RFP Coordinator. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which a contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of AMCC, in writing, by the Deadline for Written Questions as defined in Section 2.

### **3.6 Proposal Preparation and Presentation Costs**

AMCC will not pay any costs associated with the preparation, submittal, presentation, or any other costs associated with any Proposal.

### **3.7 Proposal Withdrawal**

VENDORS may withdraw a submitted Proposal at any time. To withdraw a Proposal, the VENDOR must submit a written request, signed by a VENDOR representative authorized to sign the resulting contract, to the RFP Coordinator. After withdrawing a previously submitted Proposal, the VENDOR may submit another Proposal at any time up to the deadline for submitting Proposals, as detailed in Section 2, RFP Schedule of Events.

### **3.8 Proposal Amendment**

AMCC will not accept any amendments, revisions, or alterations to Proposals after the deadline for Proposal submittal unless such is formally requested, in writing, by AMCC.

### **3.9 Proposal Errors**

The VENDOR is liable for all errors or omissions contained in their Proposal. VENDORS will not be allowed to alter Proposal documents after the deadline for submitting a Proposal. If a VENDOR needs to change a previously submitted Proposal, the VENDOR must withdraw the entire Proposal and may submit the corrected Proposal before the Deadline for Submitting Proposals as defined in Section 2.

### **3.10 Incorrect Proposal Information**

If AMCC determines that a VENDOR has provided, for consideration in the evaluation process or contract negotiations, incorrect information of which the VENDOR knew or should have

known was materially incorrect, that Proposal may be determined non-responsive, and the Proposal may be rejected.

### **3.11 Proposal Clarifications and Discussions**

**3.11.1** AMCC reserves the right to request clarifications with any or all VENDORS if they are necessary to properly clarify compliance with the requirements of this RFP. AMCC will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific sections of the Proposal identified by AMCC. If clarifications are requested, the VENDOR shall put such clarifications in writing within the time frame specified by AMCC in the request.

**3.11.2** Any changes in Vendor's proposed system or pricing in response to an AMCC request, as provided in Section 7.3.7, are subject to acceptance by the AMCC. In the event price changes or proposed service changes in response to an AMCC request are not acceptable to the AMCC, Selected Vendor's pre-award status may be rescinded. At the option of the AMCC, another selection for pre-award may be made from the Vendors that submitted a proposal, or the AMCC may open the process to re-negotiations based upon the new specifications.

### **3.12 Right of Rejection**

**3.12.1** AMCC reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

**3.12.2** Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. The VENDOR must comply with all of the terms of this RFP and all applicable State laws and regulations. AMCC may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

**3.12.3** AMCC reserves the right to amend this RFP in writing at any time. AMCC also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all VENDORS submitting a response to the Letter of Intent. The VENDOR must respond to the final written RFP and any exhibits, attachments, and amendments.

**3.12.4** The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.

### **3.13 Disclosure of Proposal Contents**

Proposals and supporting documents are kept confidential until the evaluation process is complete and a contract has been awarded. VENDORS should be aware that any information in a Proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the Proposal from disclosure if required by law. VENDORS should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL" on the bottom of the page. VENDORS shall redact this information in the redacted copy provided to AMCC pursuant to Section 3.2.4.4. VENDORS shall also state any legal authority as to why that material should not be subject to public disclosure under Alabama Open Records laws and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques.

Information contained in the Cost Proposal section must not be marked confidential. It is the sole responsibility of the VENDOR to indicate information that is to remain confidential. AMCC assumes no liability for the disclosure of information not identified by the VENDOR as confidential. If the VENDOR identifies its entire Proposal as confidential, AMCC may deem the Proposal as non-responsive and may reject it.

VENDOR agrees to intervene in and defend any lawsuit brought against AMCC for its refusal to provide VENDOR's alleged confidential and/or proprietary information to a requesting party. AMCC shall provide VENDOR written notice of any such lawsuit within ten (10) days of receipt of service by AMCC. VENDOR shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that information contained in the Proposal is confidential and/or proprietary and any and all claims against AMCC for disclosure of VENDOR's alleged confidential and/or proprietary information.

### **3.14 Copyright Permission**

By submitting a Proposal, the VENDOR agrees that AMCC may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the VENDOR consents to such copying and warrants that such copying will not violate the rights of any third party. AMCC shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

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## **4 Qualifications and Experience**

The response to the VENDOR Qualifications and Experience Section must be divided into the following:

- Section Cover Sheet
- Table of Contents
- Transmittal Letter
- VENDOR's Mandatory Qualifications
- VENDOR's General Qualifications and Experience
- Financial Stability
- References
- Staffing
- Risk Assessment

## **4.1 Transmittal Letter**

- 4.1.1** The Proposal Transmittal Letter must be an offer of the **VENDOR** in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.
- 4.1.2** The letter must be signed by a company officer empowered by the **VENDOR** organization to bind the **VENDOR** to the provisions of this RFP and any contract awarded pursuant to it. The Proposal Transmittal Letter must be properly signed and notarized or it may be rejected.
- 4.1.3** The letter must state that the Proposal remains valid for at least one hundred and eighty (180) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the **VENDOR** and AMCC.
- 4.1.4** The letter must provide the complete legal entity name, form of business (e.g. LLC, Inc., etc.), and Federal Employer Identification Number (FEIN) of the firm making the Proposal.
- 4.1.5** The letter must provide the name, physical location mailing address (a PO Box address is unacceptable), E-mail address, and telephone number of the person AMCC should contact regarding the Proposal.
- 4.1.6** The letter must state whether the **VENDOR** or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by AMCC) and, if so, must state the nature of that conflict. **VENDORS** further confirms that no person has an interest in **VENDOR** or in the contract that would violate Alabama law. AMCC reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of AMCC.
- 4.1.7** The Letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 8.2 **VENDOR** Exceptions.
- 4.1.8** The letter must state that the **VENDOR** has an understanding of and will comply with the General Terms and Conditions as set out in Section 9.
- 4.1.9** The letter must state that the **VENDOR** shall acknowledge and comply that the combined effort provided by subcontractors must not exceed twenty five (25) percent based upon the total proposed cost.

**4.1.10** The letter must provide a letter from the Subcontractor certifying that the VENDOR has received the permission of the third-party to include the scope of software and services under the cover of the submitted proposal.

## **4.2 VENDOR's Mandatory Qualifications**

The Mandatory VENDOR Qualifications must reference and respond to the following subsections in sequence and include corresponding documentation as required.

**4.2.1** The VENDOR must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If VENDOR fails to provide such confirmation, AMCC, at its sole discretion, may determine the Proposal to be non-responsive, and if deemed non-responsive the Proposal may be rejected.

**4.2.2** The VENDOR shall complete RFP Attachment 8.1 to comply with the listed conditions.

**4.2.3** Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. VENDORS shall go to the URL:

<https://www.alabamaag.gov/forms>

to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the Proposal and attached to the VENDOR Qualifications and Experience section.

**4.2.4** The VENDOR shall acknowledge and comply that the VENDOR has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a VENDOR.

**4.2.5** The VENDOR shall affirmatively state that it meets all of the following minimum experience requirements:

4.2.5.1 VENDOR must have operational seed-to-sale tracking system currently in at least one other state.

4.2.5.2 VENDOR must be able to deliver a functioning seed-to-sale system within the 180 days after the award of the contract.

## **4.3 General Qualifications and Experience**

### **4.3.1 VENDOR General Qualification and Experience**

To evidence the VENDOR'S experience in delivering services similar to those required by this RFP, the General VENDOR Qualifications and Experience must reference and

respond to the following subsections in sequence and include corresponding documentation as required.

The VENDOR must provide the following:

- 4.3.1.1 A brief, descriptive statement indicating the VENDOR'S credentials to deliver the services sought under this RFP to include, but not limited to:
- Total years offering proposed software systems
  - Total number of completed implementations of the proposed product and version
  - Total number of active government clients using the proposed product version
  - Total number of clients converted to the proposed product from legacy systems
  - Largest active government installation, including population
  - Smallest active government installation, including population
  - Other products offered by the company
- 4.3.1.2 A brief description of the VENDOR'S background and organizational history;
- 4.3.1.3 Number of years in business;
- 4.3.1.4 A summary to include the location of the VENDOR'S headquarters and the number of branch locations within the State of Alabama;
- 4.3.1.5 A brief statement of how long the VENDOR has been performing the services required by this RFP;
- 4.3.1.6 Total number of active clients;
- 4.3.1.7 Total number of active Private Sector clients;
- 4.3.1.8 Total number of active Government Sector clients;
- 4.3.1.9 Location of offices and personnel that will be used to perform services procured under this RFP;
- 4.3.1.10 A description of the number of employees;
- 4.3.1.11 Whether there have been any mergers, acquisitions, or sales of the VENDOR company within the last ten years (if so, an explanation providing relevant details);

- 4.3.1.12 A statement as to whether any VENDOR employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony or misdemeanor; and if so, an explanation providing relevant details;
- 4.3.1.13 A statement from the VENDOR'S counsel as to any litigation filed against the VENDOR in the past ten years which is related to the services that VENDOR provides in the regular course of business which would impair VENDOR'S performance in a Contract under this RFP;
- 4.3.1.14 A statement as to whether, in the last ten years, the VENDOR has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.1.15 A statement as to whether the VENDOR has ever been disqualified from competition for government contracts and/or dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing details;
- 4.3.1.16 A statement as to whether the VENDOR has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.17 A statement of any contracts/license agreements/hosted subscriptions that the customer provided notice of cancellation to your firm, with or without cause, or elected to not renew in the past five (5) years as it relates to the software solution proposed. The summary shall state the name of the customer, summary of the contract, term of the contract and reason for cancellation or non-renewal. If none, state as such.
- 4.3.1.18 A statement as to whether the VENDOR has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.19 A statement to acknowledge and comply that all VENDOR personnel and subcontract personnel will be required to complete STATE's security and privacy training courses. These courses are required to comply with STATE's Information Security and HIPAA Policy;
- 4.3.1.20 A detailed statement of relevant experience in the government sector (state, county, federal) within the last ten (10) years. The narrative in response to this section must thoroughly describe the VENDOR'S experience with providing the services sought under this RFP. In this Section, the VENDOR may also provide sample documents describing the VENDOR'S experience.
- 4.3.1.21 A detailed statement describing implementation barriers or challenges that have been experienced working with government entities on implementations. What proactive steps are planned in this proposed project to mitigate against similar challenges?

- 4.3.1.22 A detailed statement identifying one recent project implementations that is most comparable to the AMCC's proposed implementation, and provide a project profile, including: scope of functional areas; project duration; any unique requirements or circumstances that were a part of, or came up during, the project; the legacy system converted from; etc.
- 4.3.1.23 A detailed statement identifying issues and/or delays with a state implementation project of similar size and scope.
- 4.3.1.24 What sets the product(s) and services that your firm proposes apart from competitors' products and services? Why should the AMCC select your firm to partner with?

#### **4.3.2 Subcontractor General Qualification and Experience**

The VENDOR shall be responsible for ensuring the timeliness and quality of all work performed by Subcontractors. If no Subcontractors will be proposed, the VENDOR must indicate so in this Section.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the AMCC.

For each proposed Subcontractor, the VENDOR must provide the following:

- 4.3.2.1 Subcontractor firm name;
- 4.3.2.2 Percentage of total work the Subcontractor will be providing based upon proposed cost;
- 4.3.2.3 Written statement signed by the Subcontractor that clearly verifies that the Subcontractor is committed to render the services required by the contract;
- 4.3.2.4 A brief, descriptive statement indicating the Subcontractor's credentials to deliver the services sought under this RFP;
- 4.3.2.5 A brief description of the Subcontractor's background and organizational history;
- 4.3.2.6 Number of years in business;
- 4.3.2.7 A brief statement of how long the Subcontractor has been performing the services required by this RFP;
- 4.3.2.8 Location of offices and personnel which will be used to perform services procured under this RFP;
- 4.3.2.9 A description of the number of employees and client base;

- 4.3.2.10 Whether there have been any mergers, acquisitions, or sales of the Subcontract's company within the last five years (if so, an explanation providing relevant details);
- 4.3.2.11 A statement as to whether any Subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony or misdemeanor; and if so, an explanation providing relevant details;
- 4.3.2.12 A statement from the Subcontractor's counsel as to any litigation filed against the VENDOR in the past seven years which is related to the services that Subcontractor provides in the regular course of business which would impair Subcontractor performance in a Contract under this RFP;
- 4.3.2.13 A statement as to whether, in the last ten years, the Subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.2.14 A statement as to whether the Subcontractor has ever been disqualified from competition for government contracts; and if so, an explanation providing details;
- 4.3.2.15 A statement as to whether the Subcontractor has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.2.16 A statement as to whether the Subcontractor has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.2.17 A detailed statement of relevant experience in the public sector within the last ten (10) years. The narrative in response to this section must thoroughly describe the Subcontractor's experience with providing the services sought under this RFP. In this Section, the Subcontractor shall also provide sample documents describing the Subcontractor's experience;
- 4.3.2.18 A description detailing the Subcontractors prior experience with the VENDOR and the proposed solution.

#### **4.4 Financial Stability**

Documentation of financial responsibility and stability; said documentation must include:

- 4.4.1** A letter signed by an Executive Member of the VENDOR'S organization such as the Chief Executive Officer, Chief Financial Officer, or by a company officer empowered to bind the VENDOR to the provisions of this RFP and any contract awarded pursuant to its attesting that the information provided pursuant to this Section is to his/her knowledge correct and complete.

- 4.4.2 An audit from an independent accounting firm for the previous three (3) fiscal years.
- 4.4.3 The percentage of the VENDOR'S revenue and profits from providing the type of services to be performed requested in this RFP.
- 4.4.4 Copy of the VENDOR'S most recent certificate of insurance indicating the types and amounts of insurance coverage in force.
- 4.4.5 Documentation of the most recent credit rating determined by an accredited credit bureau, such as Dun and Bradstreet, Moody's, Standard and Poor's, etc.
- 4.4.6 Statement that VENDOR has no significant unrecorded contingent liabilities that could affect the company's financial viability.
- 4.4.7 Statement from VENDOR indicating that the VENDOR is current on all taxes (federal, state, local) including, but not limited to, taxes on income, sales, property, etc.
- 4.4.8 For subcontractors providing fifteen percent (15%) or more of the scope of services based upon proposed cost, the Subcontractor is required to submit the same financial stability information as the VENDOR.

## 4.5 References

### 4.5.1 VENDOR References

The VENDOR shall provide three (3) governmental references that are most similar to the size and requirements of the AMCC that have gone live with the proposed software. These references should be as follows:

- References Numbered 1:
  - Entity must be a State reference of similar in size and system functionality requirements to the AMCC;
  - Entity had a go-live date within the past five years, and
  - Entity has used the proposed software system for at least twelve (12) months.
- References Numbered 2 – 3:
  - Entity to be similar in size and system functionality requirements to the AMCC
  - Entity is using the same software as proposed to the AMCC.

AMCC will contact these references to verify VENDOR'S ability to perform the services sought under this RFP. The VENDOR must notify all references prior to the submission of the Proposal that representatives from AMCC will directly contact the references for scheduling interviews. For each reference, the VENDOR must provide:

- 4.5.1.1 Client name;
- 4.5.1.2 Description of service provided;
- 4.5.1.3 A description of the VENDOR’S roles and responsibilities;
- 4.5.1.4 Vendor Project Manager/Lead for this Client;
- 4.5.1.5 Name and Version of software system installed;
- 4.5.1.6 Legacy software system replaced, if applicable ;
- 4.5.1.7 Model used (Hosted, On-Premise, SaaS, etc.);
- 4.5.1.8 Is the system still being used by the client;
- 4.5.1.9 Start Date of Project and Go-Live Date;
- 4.5.1.10 The time period of the project and/or Contract must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;
- 4.5.1.11 Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The VENDOR must verify the accuracy of this information (names, E-mail addresses and telephone numbers). If AMCC is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable; and
- 4.5.1.12 Label the reference responses as follows: “VENDOR Reference # 1,” followed by specific responses to 4.5.1.1 through 4.5.1.12; etc.

**4.6 Project Manager References**

The VENDOR shall provide client list for the Project Manager proposed/assigned to manage and lead the AMCC implementation. References for the Project Manager are to be clients within the past five (5) years. The AMCC acknowledges that some of the same references provided in Section 4.5 may be duplicated.

- 4.6.1.1 Name of Project Manager assigned by Vendor to AMCC’s project;
- 4.6.1.2 Client name;
- 4.6.1.3 Description of service provided;
- 4.6.1.4 Vendor Project Manager/Lead for this Client;
- 4.6.1.5 Role/Team Assignments for the Project; and

#### 4.6.1.6 Implementation Start and Go-Live Date

### 4.7 Staffing

The VENDOR must provide the following information for the staff to be assigned to AMCC for the duration of contract time.

#### 4.7.1 Project Organization Chart

The VENDOR shall provide a project organization chart (including Subcontractors) that, at a minimum, identifies each key position for the proposed solution. Personnel occupying key positions must be dedicated full-time to the project unless otherwise indicated. AMCC reserves the right to interview and approve the individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld.

For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

4.7.1.1 Title;

4.7.1.2 Name;

4.7.1.3 Designation as a Key or Non-Key position. The Project Manager and individuals leading teams would be Key. Senior technical positions will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;

4.7.1.4 Description of project role and responsibilities;

4.7.1.5 Percentage of time to be assigned; and

4.7.1.6 Percentage of time to be spent onsite, if applicable.

#### 4.7.2 Key Positions

The VENDOR must provide resumes for the implementation team, live operation team, and ongoing support and maintenance team. Resumes shall be specific to the actual personnel to be assigned to this Project for all key positions (e.g., Project Manager, Trainer, Conversion Lead, Business Analyst, etc.).

The VENDOR must affirm that the VENDOR staff if needed shall be able to meet with AMCC in person, teleconference, webinar, or any other way deemed satisfactory to AMCC through the duration of this project.

For each position designated as a Key position, the VENDOR shall provide:

- 4.7.2.1 Name and title of the individual proposed to that position;
- 4.7.2.2 Description of project role and responsibilities to include but not limited to:
  - Listing of past software implementation projects
  - Certifications.
- 4.7.2.3 Completed Key Position Resume Sheet for each individual as provided in Attachment 8.3 (All Key Position Resume Sheets must be attached to the VENDOR Qualification and Experience Section); and
- 4.7.2.4 Designation of the individual as a Contract employee (compensation paid by an organization other than the VENDOR submitting this Proposal) or staff (compensation paid by the VENDOR submitting this Proposal).
- 4.7.2.5 The AMCC anticipates that any staff assigned to the Project will remain assigned to the Project, unless the AMCC deems the services to not meet expectations at which point the Contractor and AMCC will work together to remedy such non-conforming services.

#### **4.7.3 STATE IT Staffing**

The VENDOR must provide the following:

- 4.7.3.1 Provide AMCC IT staffing projections that are required to implement the system. These projections shall be broken out by role and corresponding role description with the skill sets needed for each role by phase.
- 4.7.3.2 Describe the recommended STATE IT staffing requirements to maintain and operate the proposed solution moving forward. This shall include all server, network, database, business rules analyst, reports analyst and application administrators but shall not include application development for customization and code maintenance.

#### **4.7.4 Staffing Time**

The VENDOR shall indicate the normal time required to start work after a Contract is awarded and provide assurances as to the availability of staff for Key positions within that timeframe.

The VENDOR must also indicate the normal timeframe for filling Non-Key positions.

#### **4.7.5 Employment Certification**

By submission of this information, the VENDOR is certifying that the individuals submitted are currently employed within the VENDOR organization or have been contacted by the VENDOR and have agreed to join the VENDOR organization upon Contract award. AMCC reserves the right to contact and/or interview submitted

personnel prior to Contract award, and AMCC reserves the right to approve or reject such personnel.

#### **4.8 Risk Assessment**

- 4.8.1** Provide a statement on how VENDOR will vet, train, and/or supervise employees and/or contract personnel to ensure workforce clearance procedures are followed under HIPAA.
- 4.8.2** Provide a statement on how VENDOR will ensure HIPAA compliance is followed throughout the lifecycle of the project if awarded to VENDOR.
- 4.8.3** Acknowledge and comply that the VENDOR and all subcontract firm's proposing line of business (LOB) are ISO27001 certified or AICPA SOC 2 Type II certified. The VENDOR must provide a certificate for one or both certifications to AMCC within this Section. If the VENDOR or any of its subcontractors are not ISO27001 certified or AICPA SOC 2 Type II certified, each non-certified organization (VENDOR or subcontractor) must complete Attachment 8.5 – STATE Security Risk Assessment. The VENDOR's designated information security official must review and sign the security assessment for precision and accuracy. This is also a requirement for any subcontract firm required to complete the risk assessment.

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## **5 Technical**

The response to the VENDOR Qualifications and Experience Section must be divided into the following:

- Section Cover Sheet
- Table of Contents
- Expected Deliverables
- Solution Requirements

## 5.1 Scope of Work

### 5.1.1 Project Management Methodology

#### 5.1.1.1 Project Approach

The VENDOR must deliver and maintain a plan and schedule of major project tasks. The Microsoft Project software must be used for presenting the project schedule, assessing progress, and maintaining the schedule during the life of the project. This will include major milestones within the Plan and indicate deliverables and their due dates. The Plan must be presented in detail by task and in summary by Gantt charts. The Project Plan will be updated/maintained with weekly activity summaries and monthly status updates.

At project initiation, the VENDOR will meet with AMCC to become familiar with AMCC laws, policies, procedures, regulations, and staff roles and responsibilities.

Progress meetings will be held involving AMCC, VENDOR, and other program staff. They will be held as needed, but at least monthly. These meetings, to be chaired by AMCC Project Manager, will be used to:

- Review status reports and discuss any pending issues;
- Discuss progress versus the schedule for the prior period;
- Discuss the workload for the next period;
- Discuss any major issues that impede project progress; and/or
- Discuss any other issues that may arise.

At a minimum, a monthly project control report will be prepared. This report will include a schedule update, a report of scheduled tasks for the next reporting period and a summary of any issues requiring action by management.

AMCC will ensure compliance with the project management approach above through the careful tracking and verification of project milestones. The verification process will consist of day-to-day management of the project, weekly and monthly status reporting, structured walk-throughs of the system, and associated deliverables at specified points. Verifications will be conducted at the end of Detailed System Design, Acceptance Testing, Data Conversion, Image Conversion, Pilot Implementation, and monthly during implementation.

#### 5.1.1.2 Required Deliverables

As part of the Project Approach, the awarded VENDOR will provide the following deliverables within the due dates specified:

##### 5.1.1.2.1 A Detailed Project Plan

This work plan is due within ten (10) work days after the project start, and is to include an overall detailed project schedule by task and activity.

#### 5.1.1.2.2 A Weekly Activity Summary

This summary will cover the status of tasks and activities worked during the previous week and activities planned during the coming week. The summary is due to the AMCC by close of the first workday following the reporting week for the complete duration of the project.

#### 5.1.1.2.3 A Monthly Activity Report

This report is due within five (5) work days of the end of the reporting month. The monthly report will summarize project activities and provide a project plan update, report on the status of tasks and the activity scheduled and actually completed during the month, highlight issues or areas requiring decisions, identify problems encountered during the reporting period, and discuss scheduled activities for the coming month.

#### 5.1.1.2.4 Requirements Verification

The VENDOR must conduct a Requirements Verification Workshop for the purpose of reviewing all requirements and determining the manner and degree to which those requirements are met by the proposed solution. This review will be documented for AMCC approval. The requirement verification process will provide AMCC with the opportunity to confirm that all previously identified systems requirements are appropriately detailed, and to ensure that any new requirements which may be identified are incorporated in the requirements definition.

#### 5.1.1.2.5 Detailed Implementation Plan

The awarded VENDOR will develop and define an implementation strategy. Once the implementation strategy has been finalized and approved by AMCC, the VENDOR will develop a detailed plan to put the strategy into effect. In developing the plan, the VENDOR will:

- Identify the tasks required to develop a final work plan for the implementation into the production environment in a manner consistent with the finalized implementation strategy;
- Provide system configuration and modifications necessary to accommodate the identified unique requirements;

- Confirm the composition, staffing requirements, and status of tasks considered necessary for the successful implementation of the new operating environment.

The VENDOR will carry out a wide range of activities supporting implementation, including but not limited to:

- Installing and testing any necessary workstation software;
- Executing the data conversion process;
- Executing the image conversion process;
- Verifying conversion results;
- Implementing new user and operations procedures;
- Executing the new application in the production environment.

The VENDOR must retain development personnel in place during and subsequent to system implementation in order to:

- Answer user and operations questions;
- Investigate and document reported problems;
- Recommend adjustments to improve performance;
- Identify potential problems before they impact actual function or performance.

### 5.1.2 Testing

The VENDOR must develop and implement a comprehensive framework for testing, including the functional design, security testing, and technical architecture developed during the design phase. The objective should be to achieve a high level of quality by effectively covering operational, security, and technical considerations within a systematic and rigorous testing approach.

Several types of testing must be explicitly addressed during the project. They include unit, integration, volume/stress, security, and system/performance testing.

A Master Test Plan must be prepared by the VENDOR. It should have as its primary objective identification of an approach that integrates all testing activities. This approach will be refined into detailed work plans that will be used to manage and control various testing tasks.

The VENDOR will develop a Unit Test Plan which describes the common standards, procedures and guidelines which will be employed during this level of testing, as well as any common tools or techniques which the VENDOR will utilize. The Unit Test Plan will define all of the test cases to be performed on each modified module to exercise specific modifications. Test cases will be designed to exercise all major program paths and test handling of both normal and abnormal conditions within program specifications.

The VENDOR will define the expected outcome against which actual results can be measured.

The major components of the Volume/Stress Test Plan will describe the standards, procedures, and guidelines for volume/stress testing. The components of the Volume/Stress Test Plan should exercise high volumes of data against major program paths or processes, and test handling of both normal and abnormal conditions to determine whether the system performance objectives designated for AMCC are met and whether additional allocation of space and or tuning is required. A key issue here will be selecting and providing an appropriate volume of data for testing.

Parallel with developing the various plans, the VENDOR will develop and implement the various aspects of the technical environment or test bed that are required for the entire testing program, including all types and levels of testing. This activity will establish a technical environment that promotes efficient, effective and controlled execution of the entire testing program.

The VENDOR will execute each level and type of test, up to the Acceptance Test, as defined in the Master Test Plan. Although the specific tasks performed and issues addressed will vary depending on the specific detailed plans and test scripts developed earlier in this phase, the following activities should be included:

- Execution of the test cases and documentation of results;
- Determination of whether test results turned out as expected;
- Check for abnormal terminations of the tasks;
- Evaluation of the testing that has been performed;
- Measurement of test effectiveness;
- Recommendation of improvements to the testing process.

The VENDOR will certify the system as integration tested and ready for acceptance testing.

#### 5.1.2.1 Required Deliverables

As part of Testing phase, the awarded VENDOR will provide the following deliverables:

- Master Test Plan

This plan will provide an overview of the test process, indicating linkages between the various levels of testing. Testing processes, test cases, and test recording procedures will be identified in this report.

- Unit Test Plan

A complete plan and procedures for unit testing. Standard test data should be detailed in this plan.

- Integration Test Plan

A complete plan and procedures for testing groups of programs or system modules. Standard test data should be detailed, as applicable.

- Security Test Plan

A comprehensive test plan for testing the proposed Solution for application, system, and network level vulnerabilities based on industry best practices including the OWASP framework.

- Volume/Stress Test Plan

A complete plan and procedure for volume and stress testing the application to ensure responsible performance according to specified requirements within the context of identified caseloads and operating environments. This plan should specifically detail the methods and procedures for developing valid volume test data.

- A Test Report for Each Level of Testing

Each report should recap test procedures and processes, test data used, test results and corrective action(s) taken as a result of test results at a specific test result level. These reports should fully document the test process undertaken.

### **5.1.3 Acceptance Testing**

Upon completion of integration testing by the VENDOR, the system must be subjected to acceptance testing by AMCC project team. Acceptance testing will verify actual system operations are measured against performance criteria and functional specifications as described in the detail design and contract specifications.

AMCC project team with the assistance of the VENDOR will develop a detailed plan that will guide and control the system acceptance testing process. The major components of the acceptance test will be described with necessary standards, procedures, and guidelines.

The plan will identify every software module to be tested, its type (batch, on-line, interactive, etc.) and technical environment. If separate libraries will be required for testing purposes, these libraries will be documented, along with any constraints or considerations governing their availability or usage.

Test cases, test transactions, and predicted outcomes will be developed for each condition to be tested. These may be reviewed with the VENDOR for completeness.

The VENDOR will develop procedures for handling problems identified during the user acceptance test. The VENDOR will record each occurrence of an identified test problem or report. The VENDOR will provide for resolution of problems identified during the test to assure that test cycles can be completed in a timely manner. Once problems have been identified and documented, corrective action plans shall be developed, and all required programming changes carried out.

AMCC project team will determine the point at which an acceptance test criteria has been successfully passed or completed.

A draft Test Report will be produced by the VENDOR and presented to AMCC. Following a formal review process by AMCC, the VENDOR will be expected to assemble hard copy material and address final resolution of gaps and inconsistencies among the test results for project documentation.

#### 5.1.3.1 Required Deliverables

The following deliverables will result from this task:

##### 5.1.3.1.1 Acceptance Test Plan Review

A complete plan and procedure for conducting the acceptance test will be developed by the VENDOR and approved by AMCC. This plan will receive a detailed review prior to beginning acceptance test activities.

##### 5.1.3.1.2 Master Test Report

This report will be produced by the VENDOR and presented to AMCC. This Master Test Report will address final resolution of gaps and inconsistencies among the test results identified during Acceptance Testing. Following a formal review process by AMCC, the VENDOR will assemble hard copy materials from computer-based tools and the final resolution of gaps and inconsistencies among the test results for project documentation.

#### 5.1.4 Documentation

VENDOR shall provide to AMCC all schemas and documentation for software, hardware, network, and the entire new Solution.

#### 5.1.5 Warranty

AMCC requires that the VENDOR maintain and support at least two (2) past implemented versions of the proposed solution.

## **5.1.6 System Performance**

- 5.1.6.1.1 VENDOR shall provide to AMCC system performance uptime of 99.999% measured over the preceding thirty (30) days for the entire new Solution during AMCC core business hours for all major functions offered, including Internet, web, and local operations and excluding scheduled downtime or AMCC-initiated downtime.
- 5.1.6.1.2 VENDOR shall provide to AMCC system performance uptime of 99.95% measured over the preceding thirty (30) days for the entire new Solution during AMCC non-core business hours for all major functions proposed, including Internet, web, and local operations and excluding scheduled downtime or AMCC-initiated downtime.

## **5.1.7 Software**

5.1.7.1 For all Software provided under any contract resulting from this RFP, VENDOR represents and warrants each of the following:

- 5.1.7.1.1 VENDOR has sufficient right, title, and interest in all Software to grant the license required in this RFP;
- 5.1.7.1.2 Contractual terms and conditions included in any “clickwrap,” “browsewrap,” “shrinkwrap,” or other license agreement that accompanies any Software, including but not limited to Software Updates, Software Patch/Fix, or Software Upgrades, are void and have no effect unless AMCC specifically agrees to such licensure terms in a contract resulting from this RFP;
- 5.1.7.1.3 All Software provided does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret, or other proprietary right;
- 5.1.7.1.4 All Software provided does not contain any hidden files not known and approved by AMCC;

- 5.1.7.1.5 All Software provided does not replicate, transmit, or activate itself without control of a human operating the computing equipment on which it resides in a manner not known and approved by AMCC;
- 5.1.7.1.6 All Software provided does not alter, damage, or erase any data or computer programs without control of a human operating the computing equipment on which it resides in a manner not known and approved by AMCC;
- 5.1.7.1.7 All Software provided and any Software Updates, Software Maintenance, Software Patches/Fixes, and Software Upgrades provided shall not contain viruses, malware, spyware, key logger, back door, or other malicious or unrequested covert communications, or any computer code intentionally designed to disrupt, disable, harm, restrict, impair, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware, or computer system, (including local area or wide-area networks), in a manner not known and approved by AMCC; and
- 5.1.7.1.8 All Software provided does not and will not contain any computer code that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices), or that would permit VENDOR to access the Software to cause such disablement, restriction, or impairment (sometimes referred to as “trap door” devices) of AMCC’s access.
- 5.1.7.1.9 VENDOR shall provide to AMCC the source code for all current software and subsequent source code updates that comprise the entire new Solution, based on a schedule to be defined by AMCC. If the VENDOR’S solution’s source code is proprietary, the VENDOR is not required to provide it as a part of the response to the RFP.
- 5.1.7.1.10 VENDOR shall deliver to AMCC a license for the use of the proposed solution application software. This license shall grant AMCC rights to use, maintain, support, develop, and/or modify for

AMCC's business needs all software that comprises the entire new Solution.

5.1.7.1.11 VENDOR shall ensure that all software licenses, warranties, and support contracts required to use, maintain and support the entire new Solution are in AMCC's name.

5.1.7.1.12 VENDOR shall provide to AMCC any passwords or IDs for the software and hardware.

### **5.1.8 Ownership of Data**

VENDOR acknowledges that all data relating to AMCC and its licensees is owned by AMCC and constitutes valuable property of AMCC. AMCC shall retain ownership of, and all other rights and interests with respect to, its data (including, without limitation, the content thereof, and any and all copies, modifications, alterations, and enhancements thereto, and any derivative works resulting therefrom), and nothing herein shall be construed as granting VENDOR any ownership, license or any other rights of any nature with respect thereto. VENDOR may not use AMCC's data (including de-identified data) for any purpose other than providing the Services contemplated hereunder. Upon termination of the Contract, VENDOR agrees to return and/or destroy all copies of AMCC data in its possession or control except to the extent such data must be retained pursuant to applicable law.

### **5.1.9 Vendor Hosting (Cloud-Based or SaaS) Responsibilities / Deliverables**

AMCC will consider proposals recommending a hosted solution. The hosted solution should be provided and managed by the VENDOR, either through VENDOR owned facilities or VENDOR partnering solutions to provide this service. It is the responsibility of the VENDOR to provide costing and to manage the relationship with the hosting facility throughout the project.

If AMCC elects to pursue a VENDOR hosting option, the VENDOR will:

5.1.9.1 Host the Seed-to-Sale Tracking System.

5.1.9.2 Host the development, testing and production environments.

5.1.9.3 Be responsible for overseeing and ensuring that adequate backup for all environments are maintained.

5.1.9.4 Provide Hosting Support Services that include, but are not limited to:

- Application server setup.
- Database Server setup.
- Web Server setup.
- File Server setup.
- Communication Server setup.
- Seed-to-Sale Tracking System software installation.
- Monitoring and management of operating system, database, and application.
- System access for application configuration.
- System access for application modification/customization.
- Provide application support, application patches, and version upgrades as required.
- Delivering toll-free technical assistance.
- Provide hosted system availability and on-call 24 hours a day, 7 days a week.

5.1.9.5 Provide a Tier 1 Hosting Support Facility that includes, but is not limited to:

- Facility certification (SSAE18, SOC2, or other recognized information and facility security certification)
- Current facility security policies and procedures
- Current facility continuity planning and procedures
- Current facility infrastructure documentation
- Secure Remote User Access and Logging for development, testing and training
- Complete disaster recovery and business continuity capability (e.g., UPS battery backup power, generator backup power, fire suppression systems, offsite facility for disaster contingency, etc.)
- System redundancy for uninterrupted availability
- Nightly backups and offsite data storage
- Located in the continental United States.

5.1.9.6 Assist AMCC in completing the appropriate Seed-to-Sale Tracking System documentation for additional hardware and software.

## **5.2 Solution**

### **5.2.1 Overall Solution Description**

The VENDOR must provide a high-level narrative describing the proposed solution and its implementation. The narrative should provide a concise summary of the services and deliverables being offered to meet the requirements of this RFP, the VENDOR's approach to providing the services, and justification as to why the VENDOR is the best qualified to provide services.

### **5.2.2 Technical Requirements**

#### **5.2.2.1 Project Management**

The VENDOR must:

- 5.2.2.1.1 Describe the formal Project Management methodology to be used.
- 5.2.2.1.2 Describe the proposed project team's experience in regards to a structured Project Management methodology.
- 5.2.2.1.3 Provide high-level project work plan and timeline which reflects the major phases from the VENDOR's methodology.
- 5.2.2.1.4 Describe escalation procedures to be followed by the VENDOR to resolve project problems, issues, and/or changes during the project.
- 5.2.2.1.5 Outline the typical quality control procedures used by the VENDOR and the degree of oversight of those procedures exercised by the project manager.
- 5.2.2.1.6 Describe methods and procedures to allocate, track, and report resource time to project milestones, deliverables, and tasks.
- 5.2.2.1.7 Describe sign-off procedures for the major decision-making points of the project's work plan.
- 5.2.2.1.8 Provide a sample Weekly Activity Summary as described in Section 5.1.1.2.2.
- 5.2.2.1.9 Provide a sample Monthly Activity Report as described in Section 5.1.1.2.3.
- 5.2.2.1.10 Describe how the VENDOR will conduct a Requirements Verification Workshop as described in Section 5.1.1.2.4.

5.2.2.1.11 Provide a sample Implementation Plan as described in Section 5.1.1.2.5.

## 5.2.2.2 Implementation Plan

5.2.2.2.1 VENDOR must provide your overall objectives and approach to the AMCC's implementation. Discuss timing as being chronological, in parallel, etc., for all of the functional areas proposed.

## 5.2.2.3 Application Installation and Environmental Plan

5.2.2.3.1 VENDOR must describe the proposed approach to system environments (Test, Stage, Production, Training) and how the VENDOR plans to install and update the software in each environment to include but not limited to the following:

- How updates will occur during different phases of the project including post go-live.
- Responsibilities for installation (VENDOR staff and AMCC staff).
- Where the environments are located (on premises, cloud, hosted, etc.).

5.2.2.3.2 VENDOR must describe the process for applying software upgrades and patches, and how these will impact the implementation process.

## 5.2.2.4 Configuration Plan

5.2.2.4.1 VENDOR must describe the approach to configuration of the system to include but not limited to the following:

- How the VENDOR will work with the AMCC to determine which requirements can be accommodated by configuration and which require customization.
- How the configurations will be applied (by AMCC staff, VENDOR staff, or a combination).

5.2.2.4.2 VENDOR must describe the configuration management database (CMDB) to track the history of configurations for documentation purposes.

## 5.2.2.5 Customization Plan

5.2.2.5.1 VENDOR must describe the proposed approach to planning for customizations to accommodate the requirements that are not configurable to include but not limited to the following:

- A brief description of each proposed customization.
- The lead time for various levels of customization.
- The process by which each of these customizations are scoped, detailed, prioritized, and included in the project schedule for design, development, testing, and ultimately implementation into one or more of the environments.

5.2.2.5.2 VENDOR must describe how these customizations will be carried forward through new product releases.

#### 5.2.2.6 System Interface Plan

VENDOR must describe the approach and process you will follow to design, develop, and test the interfaces with licensees' systems and existing STATE systems. As part of the resulting Project Scope, the Selected Vendor will develop and provide a detailed System Interface Plan that contains the plan for interfacing with outside systems.

#### 5.2.2.7 Architecture

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.7.1 Acknowledge and comply that no AMCC data will be delivered offshore for any reason. Any and all testing against AMCC data will be done in the United States.
- 5.2.2.7.2 The overall solution deployment topology and technical architecture (as well as any applicable options) in terms of server and server software requirements including their role or purpose in the architecture (i.e. Web servers, app servers, report servers, SAN, virtualization, network resources, database systems, and desktop configurations).
- 5.2.2.7.3 The proposed solution's operating system environment and hardware platform on which the proposed solution is most commonly deployed.
- 5.2.2.7.4 The proposed solution's operating environment(s) and hardware platform(s) on which it is certified. The VENDOR must also describe any plans to move away from current supported platforms.

- 5.2.2.7.5 The quantity of each hardware component that the Vendor determines will be necessary to support the structure to meet the software's benchmark standards for the application software and tools, for all of the expected environments for the project and later in production. The VENDOR must use Attachment 8.10 Hardware.
- 5.2.2.7.6 The proposed solution's average refresh rate for hardware/software based on current implementations of the proposed solution.
- 5.2.2.7.7 Any required third party software options and currently supported versions of each.
- 5.2.2.7.8 Any third party upgrade limitations of the proposed solution.
- 5.2.2.7.9 If any, the proposed solution's processes that run as a service. The VENDOR must also describe any processes that require a system to be logged into at all times.
- 5.2.2.7.10 The VENDOR's preferred storage for the proposed solution. In this section, the VENDOR must also describe any storage solutions that the VENDOR will not certify for the environment.
- 5.2.2.7.11 How many test and development environments the proposed solution requires and provide in detail hardware/software specifications for these environments.
- 5.2.2.7.12 The proposed solution's performance metrics, bandwidth requirements, and memory requirements for server application modules and/or tools.
- 5.2.2.7.13 The proposed solution's hardware configuration/diagrams and/or materials related to proposed server configurations and recommendations.
- 5.2.2.7.14 The proposed solution's documentation in relation to failover and redundancy configurations.
- 5.2.2.7.15 The proposed solution's system architecture, as well as hardware, and "other" software requirements.
- 5.2.2.7.16 The proposed solution's required third party applications, services, and licenses.
- 5.2.2.7.17 The VENDOR'S software used to offer file formats and coding that is accessible on the following internet browsers (Internet Explorer, Chrome, and Firefox) – VENDOR must provide a listing of current version of browsers supported.

5.2.2.7.18 The VENDORS must remain compatible with the following third-party applications (Java, Adobe Reader, and Adobe Flash) and must provide a listing of current version of third-party applications and licenses that are supported for VENDOR supplied application.

#### 5.2.2.8 Security

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.8.1 The proposed solution's security model including authentication and authorization as well as LDAP directory support. User Role-based security levels.
- 5.2.2.8.2 The process of administering user security roles.
- 5.2.2.8.3 The proposed solution's application authentication process and the methods used to authorize users.
- 5.2.2.8.4 The proposed solution's single sign on capabilities.
- 5.2.2.8.5 The process for ensuring application security is integrated into the VENDOR's development process.
- 5.2.2.8.6 The proposed solution's ability to administer global security policies (e.g., number of invalid attempts before reset, time outs).
- 5.2.2.8.7 The proposed solution's capabilities for workflow services.
- 5.2.2.8.8 The process for source code review for vulnerabilities and weaknesses.
- 5.2.2.8.9 The proposed solution's security architecture, including any significant failures, breaches, or issues encountered in the last five years.
- 5.2.2.8.10 The proposed solution's ability to provide audit logs for all user activity (viewing of records, updating of records, deleting of records, modification to confidential information).
- 5.2.2.8.11 The proposed solution's ability to provide end to end encryption of data at rest and in motion.
- 5.2.2.8.12 The proposed solution's ability to meet two factor authentication requirements if deemed required.

- 5.2.2.8.13 The VENDOR's process for testing each code version for security vulnerabilities prior to the release to production and how they are remediated.
- 5.2.2.8.14 The process of how a security vulnerability that has been made public or reported to VENDOR's internal security team is mitigated.

#### 5.2.2.9 Data

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.9.1 The VENDOR's process for Data conversion.
- 5.2.2.9.2 A definition of the historical information the proposed solution maintains and how long it is made available.
- 5.2.2.9.3 The point in which data storage quantities negatively impact the performance of the application.
- 5.2.2.9.4 The proposed solution's process for Data Validation.
- 5.2.2.9.5 The proposed solution's capability to provide a data dictionary or other type of detailed information related to data structure(s). If the solution is unable to auto-generate data dictionary(s), then provide client with technical documentation (i.e. Visio diagrams).
- 5.2.2.9.6 The proposed solution's API and data migration capabilities from mainframe to server infrastructure
- 5.2.2.9.7 The proposed solution's capability for interface customization for data loads/exchanges.
- 5.2.2.9.8 The proposed solution's reporting capabilities.
- 5.2.2.9.9 Data Warehouse functionality and if applicable, describe the architecture and capabilities.
- 5.2.2.9.10 The proposed solution's export options for data into other applications.
- 5.2.2.9.11 The proposed solution's process of importing data files.
- 5.2.2.9.12 The proposed solution's capabilities of importing various types of files. (e.g., Csv, xml, xls, txt).
- 5.2.2.9.13 The proposed solution's archiving capabilities.
- 5.2.2.9.14 The proposed solution's documentation for auditing capabilities.

5.2.2.9.15 The proposed solution's capabilities to attach and store electronic files and scanned documents.

5.2.2.9.16 The proposed solution's storage options and limitations.

#### 5.2.2.10 Data Retention

The VENDOR must provide detailed descriptions of the following:

5.2.2.10.1 Describe your organization's recommended approach toward retention of data. Please describe what options are available, and supported, within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed data with your solution.

5.2.2.10.2 Please describe the database storage capacity of the proposed solution.

- Are there limits on the amount of data that can be stored in the proposed solution?
- If applicable, what tiers of storage are offered in the hosted/SaaS environment?

#### 5.2.2.11 Disaster Recovery

5.2.2.11.1 The VENDOR must describe the proposed solution's backup and recovery requirements and processes including:

- Prerequisites
- Tools needed (third party tools if applicable)
- Schedule of Events
- Configuration Control and Overview
- Methods to verify recovery system recovery and integrity

The VENDOR must provide detailed descriptions of the following:

5.2.2.11.2 Provide a sample set of Operational and Disaster Recovery Documentation of the proposed solution.

5.2.2.11.3 Describe the VENDOR's Disaster Recovery Plan.

5.2.2.11.4 Describe standard service level agreements used for projects similar in size and scope.

#### 5.2.2.12 Patching Process

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.12.1 How the VENDOR will coordinate updates, upgrades, and technical support in the context of the VENDOR's solution, both during the course of the implementation project and post implementation.
- 5.2.2.12.2 How the VENDOR will manage the introduction of product updates and upgrades into the delivered baseline once testing is underway.
- 5.2.2.12.3 The methods for ensuring the proposed solution will continue to be stable.

#### 5.2.2.13 Upgrade Schedule

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.13.1 The VENDOR'S strategy for upgrading the proposed solution and how the VENDOR will manage these upgrades during the course of the project.
- 5.2.2.13.2 Expected duration of upgrade based on similar sized solution.
- 5.2.2.13.3 Provide a summary of how upgrades, patches, and/or major releases are applied to the environment.
- 5.2.2.13.4 The timing and frequency of maintenance updates and product upgrades for the past 3-5 years, along with projected updates/upgrades for the next 2-3 years of the proposed solution.

#### 5.2.2.14 Testing

The VENDOR must:

- 5.2.2.14.1 Describe a typical testing framework used by the VENDOR as described in Section 5.1.2.
- 5.2.2.14.2 Provide a sample Master Test Plan as described in Section 5.1.2
- 5.2.2.14.3 Provide a narrative describing how the VENDOR typically provides the various levels of testing described in Section 5.1.2.
- 5.2.2.14.4 Provide a narrative describing how the VENDOR will perform Stress Testing and Volume Testing as described in Section 5.1.2.
- 5.2.2.14.5 Provide a sample Master Test Report as described in Section 5.1.3.1.2.

5.2.2.14.6 Provide the necessary steps required to restore a test region with production data and configuration to create a production-like environment to include security and role based information.

5.2.2.14.7 Provide the estimated timeframe to restore testing regions.

#### 5.2.2.15 Reporting

The VENDOR must provide detailed descriptions of the following:

5.2.2.15.1 Data elements available for reporting.

5.2.2.15.2 Export options (Word, Excel, etc.).

#### 5.2.2.16 Application

The VENDOR must provide detailed descriptions of the following:

5.2.2.16.1 The proposed solution's capabilities to comply with the Americans with Disabilities Act and the Americans with Disabilities Act Amendment Act.

5.2.2.16.2 The proposed solution's Mobile compatibilities (Android and iOS).

5.2.2.16.3 The proposed solution's mail server configuration and email notification capabilities (Active Directory).

5.2.2.16.4 The proposed solution's application specifications related to programming languages.

5.2.2.16.5 The proposed solution's communication protocols for application (TCP, web services, etc.).

5.2.2.16.6 The proposed solution's documentation for scalability.

5.2.2.16.7 How many concurrent users the proposed solution can support. Provide documentation in relation to solution capacity and processing.

5.2.2.16.8 Provide sample reports and communication plans during the project.

5.2.2.16.9 Provide example of how custom front-end edits can be applied to the proposed solution's application in order to enforce data integrity.

5.2.2.16.10 Provide the proposed solution's capabilities to integrate into other existing systems that the STATE and AMCC utilizes.

#### 5.2.2.17 Performance Tuning and Capacity Planning

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.17.1 Tools and methodologies used to access performance tuning and capacity planning of databases, storage, operating systems, etc.
- 5.2.2.17.2 How the VENDOR will determine hardware, software, storage, and resource requirements to meet potential future needs.
- 5.2.2.17.3 If the proposed solution is not an integrated solution, describe methods for ensuring the proposed solution's stability and scalability in a segmented environment.

#### 5.2.2.18 Installation Documentation

The VENDOR must provide descriptions of the following:

- 5.2.2.18.1 High level overview of the proposed solution's administrator documentation. Such documentation may include but not limited to installation, configuration, and maintenance. The VENDOR must also provide a sample from a previous implementation of the proposed solution.
- 5.2.2.18.2 The proposed solution's tasks required to develop a final work plan for the implementation into the production environment in a manner consistent with the finalized implementation strategy.
- 5.2.2.18.3 The proposed solution's unique functional requirements, where they exist, for specific functional areas.
- 5.2.2.18.4 The proposed solution's system configuration and modifications necessary to accommodate the identified unique requirements.

#### 5.2.2.19 Support

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.19.1 The proposed solution's SAAS module options.

- 5.2.2.19.2 The proposed solution's multi-tier support level and maintenance options.
- 5.2.2.19.3 The proposed solution's 24/7 support options.
- 5.2.2.19.4 The proposed solution's staff/resources during installation, pilot, and operations.
- 5.2.2.19.5 The proposed solution's documentation for how long each software version will be supported.
- 5.2.2.19.6 How often the VENDOR releases new versions of proposed software.
- 5.2.2.19.7 The VENDOR'S user groups (regional or national).
- 5.2.2.19.8 The VENDOR's process to provide change information prior to release.
- 5.2.2.19.9 The VENDOR'S testing process for new versions.
- 5.2.2.19.10 The VENDOR'S methodology for determining and prioritizing changes/enhancements in the proposed solution.
- 5.2.2.19.11 The VENDOR's methodology for migration in upgrading to new versions.
- 5.2.2.19.12 The VENDOR's process for handling system/application/database performance tuning requests.
- 5.2.2.19.13 Describe how the VENDOR will coordinate updates, upgrades, and technical support in the context of the VENDOR's solution, both during the course of the implementation project and after go-live.
- 5.2.2.19.14 Describe how the VENDOR will manage the introduction of product updates and upgrades into the delivered baseline once testing is underway. As part of this description, the VENDOR must describe how updates and upgrades will be implemented by AMCC staff with minimal VENDOR assistance.
- 5.2.2.19.15 Describe the VENDOR's customer support model, to include how support for the proposed solution will be initiated and coordinated to resolution. The location of support staff (US-based or offshore) must be included in this description.

#### 5.2.2.20 Customization

The VENDOR must provide detailed descriptions of the following:

- 5.2.2.20.1 The VENDOR's delivered tools and methods required to customize the proposed solution.
- 5.2.2.20.2 The proposed solution's capabilities for in-house customization options and options that require VENDOR modification of the proposed solution (e.g. logos and colors).
- 5.2.2.20.3 The proposed solution's capabilities to maintain customizations during product updates.
- 5.2.2.20.4 The proposed solution's ability to configure data entry and APIs as it relates to integration with other STATE applications.

#### 5.2.2.21 Training

The VENDOR must:

- 5.2.2.21.1 Describe the VENDOR's standard methodology for knowledge transfer including objective measures to determine whether there has been sufficient knowledge transfer.
- 5.2.2.21.2 Describe recommended training sessions. The description must include topics, targeted audience (technical support, end user, etc.), and recommended content.
- 5.2.2.21.3 Describe the VENDOR'S initial technical training session to include but not limited to the technical application foundation and configuration.
- 5.2.2.21.4 Describe the VENDOR's process for addressing user and operations questions.
- 5.2.2.21.5 Describe the VENDOR'S ability to create custom user training.

#### 5.2.2.22 Warranty, Maintenance and Operations

The VENDOR must:

- 5.2.2.22.1 Describe the proposed solution's warranty policy, period, and coverage terms.
- 5.2.2.22.2 Describe the VENDOR's standard and/or proposed maintenance agreements. Do not include pricing in the description.

- 5.2.2.22.3 Describe the VENDOR's operational support after the proposed solution is in production.

#### 5.2.2.23 HOSTING

The VENDOR shall affirm that it will complete all VENDOR responsibilities outlined in Section 5.1.9. In order to accommodate the VENDOR'S methodology, any exceptions must be noted as described in Section 3.3.

The VENDOR must:

- 5.2.2.23.1 In the case of a partnering solution, the VENDOR must identify whether the VENDOR or the hosting partner will manage the physical environment and related services.
- 5.2.2.23.2 Provide a sample hosting agreement for review. This should include the identification of liability assignment, service provisioning, and contact information if services provided by someone other than the VENDOR.
- 5.2.2.23.3 Provide AMCC with a proposal for hosting three (3) environments through the duration of the Contract.
- 5.2.2.23.4 Within the proposal, identify who will manage the physical environment (i.e., the Hosting facility or the VENDORS) and provide three references for the managing party with regard to hosting services.
- 5.2.2.23.5 Provide facility certification (i.e. SSAE18, SOC2, or other recognized information and facility security certification).
- 5.2.2.23.6 Provide current facility security policies and procedures.
- 5.2.2.23.7 Provide current facility infrastructure documentation including, but not limited to, redundant circuit provisions, electrical and power conditioning provisions, disaster recovery and continuity, and hosted provisions for equipment and facilities.

### 5.2.3 Functional Requirements

The VENDOR must respond to each requirement in Attachment 8.11 by marking one of the three provided response columns and responding to each of these requirements with an explanation of how the solution being proposed meets these business needs:

**Met without modification** – The proposed solution meets the specification and is functional at the time the proposal is submitted.

**Met with modifications** – The proposed solution at the time the proposal is submitted fails to meet the specification. However, the VENDOR believes that through enhancement, modification or customization to the proposed solution the specification will be met. The selection of “Met with modifications” requires a narrative be added to the comment section of the specification explaining the limitation and approach to resolve. If an enhancement to the proposed solution is proposed, a target release date for the enhancement is requested.

**Not Met** – The proposed solution does not and will not meet the specification.

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## **6 Cost Proposal**

- 6.1.1** The Cost Proposal will be used as the primary representation of the VENDOR'S cost/price, and will be used during the Proposal evaluation.
- 6.1.2** Pricing information must be included in the Cost Proposal Section, and only in the Cost Proposal Section; no pricing information may be included in any other Section responses. Inclusion of Cost Proposal information in any other Section may result in the Proposal being considered as non-responsive, and may result in disqualification.
- 6.1.3** AMCC will only accept firm and fixed cost Proposals for this project. No time-and-materials Proposals will be considered.
- 6.1.4** Pricing is to be the best and final price. However, AMCC reserves the right to negotiate options and other considerations with the selected VENDOR to reach a final Contract price.
- 6.1.5** VENDORS must submit pricing for proposed solution to be delivered as a full-service model, including the staffing of maintenance and administrative positions for on-going operation. Pricing is to assume AMCC does not have any licenses. The pricing for software licenses will be used in the evaluation. AMCC reserves the right to adjust the licensing cost based on existing license purchases and/or existing STATE contracts.
- 6.1.6** VENDORS must use Attachment 8.6 - Cost Proposal Template, Attachment 8.7 Software Proposal Template, Attachment 8.8 Customization Proposal Template, Attachment 8.9 Total Evaluated Price Template and Attachment 8.10 Hardware Proposal Template.
- 6.1.7** Cost Proposal Template must be signed by a company officer empowered to bind the VENDOR to the provisions of this RFP and any contract awarded pursuant to it.
- 6.1.8** VENDORS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.
- 6.1.9** Payments will only be made on the successful completion and approval of a deliverable by AMCC.
- 6.1.10** The proposed solution's customization should be a best estimate based on information provided within this RFP. The pricing for the proposed solution's customization will be reviewed and taken into consideration during contract negotiations.

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## **7 Evaluation and VENDOR Selection**

### **7.1 Proposal Evaluation Categories and Weights**

The categories to be considered in the evaluation of proposals are shown below. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points that shall be awarded to a Proposal:

Qualifications and Experience	20
Technical Requirements	20
Functional Requirements	40
Pricing	20

### **7.2 Proposal Evaluation Process**

**7.2.1** The evaluation process is designed to award the Contract to the VENDOR with the best combination of attributes based upon the RFP requirements and evaluation criteria that constitutes “best value” for AMCC.

**7.2.2** The RFP Coordinator will coordinate the proposal evaluation process and maintain proposal evaluation records. An RFP Evaluation Committee, consisting of a broad base of AMCC Subject Matter Experts, will be responsible for evaluating Proposals.

**7.2.3** All Proposals will be initially reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in the RFP. If the RFP Coordinator determines that a Proposal may be missing one or more such requirements, the RFP Evaluation Committee shall review the Proposal to determine:

- a. that the Proposal meets requirements for further evaluation;
- b. that AMCC shall request further clarification(s) or corrections; or
- c. that AMCC shall determine the Proposal non-responsive and reject it.

**7.2.4** The proposal evaluation process will be accomplished as follows:

The RFP Evaluation Committee shall evaluate responsive Proposals. The RFP Coordinator will compute the Cost score and final score for each Proposal. The evaluation scoring shall use the pre-established criteria and weights set out in this RFP.

**7.2.5** AMCC reserves the right, at its sole discretion, to request clarifications with any or all VENDORS. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific sections of the Proposal

identified by the Evaluation Committee or AMCC. If clarifications are made, the VENDOR shall put such clarifications in writing.

### **7.3 Contract Award Process**

- 7.3.1** The RFP Coordinator will present the results from the Proposal evaluation process to the RFP Evaluation Committee; the RFP Evaluation Committee will present their recommendations to the Executive Committee.
- 7.3.2** AMCC reserves the right to make an award without further discussion of any Proposal submitted. There may be no best and final offer procedure by AMCC among the VENDORS. Therefore, each Proposal should be initially submitted on the most favorable terms the VENDOR can offer.
- 7.3.3** After the evaluation of Proposals and final consideration of all pertinent information available, AMCC will issue an Evaluation Notice to all VENDORS. The notice will identify the VENDOR selected by AMCC. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated VENDOR or any VENDOR.
- 7.3.4** The RFP files will be made available for public inspection upon written request to the RFP Coordinator after final Contract award. Requestors may not be provided any information marked as “Confidential” submitted by the VENDORS as defined by Section 3.13.
- 7.3.5** If a VENDOR fails to sign and return the Contract drawn pursuant to this RFP and the final Contract negotiations within thirty (30) days of its delivery to the VENDOR, AMCC may determine, at its sole discretion, that the VENDOR is non-responsive to the terms of this RFP, reject the Proposal, and open final Contract negotiations with another VENDOR.
- 7.3.6** Contract award shall be subject to the Contract approval of all appropriate STATE officials in accordance with applicable State laws and regulations.
- 7.3.7** During contract negotiations, AMCC reserves the right to modify the scope of services described within this RFP. Furthermore, AMCC reserves the right to add additional Statement of Works under the resulting Contract.

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## 8 Attachments

### 8.1 Certificate of Compliance

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VENDOR Organization Name

By indication of the authorized signature below, the VENDOR does hereby make certification and assurance of the VENDOR'S compliance with:

1. The laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. The condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury;
6. The condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the VENDOR in connection with the procurement under this RFP;
7. The condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
8. The State of Alabama VENDOR Disclosure form;  
and
9. Other terms and conditions as described in the Attachments as they apply.

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VENDOR Name, Authorized Signature, Title, and Date

**8.2 VENDOR Exceptions**

VENDOR Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Exception ID <sup>1</sup>
Exception to <sup>2</sup>
Scope of Exception
Ramifications for AMCC
Benefits and Disadvantages to be incurred by AMCC

<sup>1</sup> Exceptions must be numbered in order as they occur within the RFP starting at 1.

<sup>2</sup> VENDOR must fill this form for each exception separately.

**8.3 Key Position Resume Sheet**

This form must be used to respond to Section 4.7.2 – Key Positions. For each named individual a separate Key Position Resume Sheet must be submitted.

**VENDOR Organization:** \_\_\_\_\_

**Key Position:** \_\_\_\_\_

Candidate:

Full Name: Last Name First Name MI

Address Street: City: State: Zip:

U.S. Citizen  Non-U.S. Citizen Visa Status:

Status:  Employee  Self Employed  Subcontractor ( Name: \_\_\_\_\_ )

Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input type="checkbox"/>	Doctoral <input type="checkbox"/>
List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do <b>not</b> include copies of transcripts unless requested. Add additional rows if necessary						
School Name			Degree/Major	Degree Earned	Year Received	

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Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #:			
Job Title:			
From	To	Reason for Leaving:	Hours per week
Describe your duties and responsibilities as they relate to the Request for Proposal:			

---

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Address	Phone ( ) -	E-mail Address

Reference 2		
Name	Title	Organization
Address	Phone ( ) -	E-mail Address

Reference 3		
Name	Title	Organization
Address	Phone ( ) -	E-mail Address

**Candidate and VENDOR Certification**

By submitting this data sheet to AMCC, the Candidate and VENDOR certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to AMCC may be investigated.

By submitting this data sheet to AMCC, the Candidate and VENDOR certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this VENDOR. Any candidate that is submitted by more than one VENDOR for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the VENDOR and the candidate.

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**8.4 Sample Key Position Resume Sheet**

**VENDOR Organization:** Auburn University Montgomery

**Key Position:** Technical Team – Communications Manager

Candidate:

Full Name: Jackson Hewlett M

Address Street: 6760 Happy Lane Circle City: Oklahoma State: OK Zip: 54671

U.S. Citizen  Non-U.S. Citizen Visa Status:

Status:  Employee  Self Employed  Subcontractor (Name: \_\_)  Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input checked="" type="checkbox"/>	Doctoral <input type="checkbox"/>
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List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do **not** include copies of transcripts unless requested. Add additional rows if necessary

School Name	Degree/Major	Degree Earned	Year Received
Harvard University	Master Business Administration	Yes	2001
Yale University	Bachelor of Science in Information Technology	Yes	2000
Princeton University	Associate in Data	Yes	1997

	Processing Technology		
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Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #: 1			
Job Title: Sr. SQL Administrator			
From 02/2001	To Present	Reason for Leaving:	Hours per week 40
<p>Describe your duties and responsibilities as they relate to the Request for Proposal.</p> <p>Maintain and develop employee database, supply database, clientele databases, and administer programming for these databases, Keep all records up to date in hard copies and soft on a network. Keep general knowledge of network in order to coordinate employee computers. Keep clientele in a secure intranet database.</p>			

Work Experience #: 2			
Job Title: Software Application Engineer			
From 03/1995	To 01/2001	Reason for Leaving: New Job Opportunity	Hours per week 40
<p>Describe your duties and responsibilities as they relate to the Request for Proposal.</p> <p>Designs, develops, debugs, modifies, and tests software programs by using current programming languages, methodologies and technologies.</p> <p>Documents software development and/or test development by writing documents, reports, memos, change requests. Methods used are determined by approved procedures and standards</p> <p>Tracks software development effort by creating and maintaining records in the approved tracking management tool.</p>			

Analyzes, evaluates, and verifies requirements, software and systems by using software engineering practices.

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Bob Thorton	CEO	Bob Thornton Enterprise
Address	Phone	E-mail Address
3245 Grey Hat Drive	(123) 456 - 7589	bob@greyhat.com

Reference 2		
Name	Title	Organization
Henry Ford	CEO	Humpfrey Corp.
Address	Phone	E-mail Address
234 Humpfrey St.	(123) 456 - 7589	hford@humpfrey.com

Reference 3		
Name	Title	Organization
Jack Daniels	Software Director	Red Brick Software Services
Address	Phone	E-mail Address
987 Daniels Dr.	(123) 456 - 7589	j@daniels.com

Candidate and VENDOR Certification

By submitting this data sheet to AMCC, the Candidate and VENDOR certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to AMCC may be investigated.

By submitting this data sheet to AMCC, the Candidate and VENDOR certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this VENDOR. Any candidate that is submitted by more than one VENDOR for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the VENDOR.

[SIGNATURE]

3/4/2010

\_\_\_\_\_  
Candidate Signature

[SIGNATURE]

3/4/2010

\_\_\_\_\_  
Authorized VENDOR Signature

**8.5 STATE Security Risk Assessment**

<b>STATE Third Party Vendor - Security Questionnaire</b>	
<b>VENDOR Name:</b>	<b>Date:</b>
<b>Designated Security Official Signature:</b>	<b>Title:</b>
<b>Factors:</b>	

		<b>YES/NO</b>	<b>Comments</b>
	<b>I. Security Policy</b>		
	<b>A. Policy</b>		
<b>1</b>	Is there a corporate information security policy in place? If yes, provide as an attachment.		
<b>2</b>	Does the policy state what is and is not permissible as it pertains to sensitive company and customer information?		
<b>3</b>	Does the policy identify what is classified as sensitive company and customer information?		
<b>4</b>	Does the policy identify management and employee responsibilities including subcontractors?		
<b>5</b>	Does the policy identify acceptable use of employee owned devices such as laptops, smart phones, and any other form of device capable of storing data?		
<b>6</b>	Does the policy address requirements for change management procedures?		

		YES/NO	Comments
7	Does the policy address acceptable use of portable media to prevent malware from being introduced onto the corporate network and storage of confidential data? (e.g., thumb drives, CDRW, etc.)		
8	Does the policy address onboarding and termination procedures for personnel?		
<b>B. Procedures</b>			
1	Are procedures and dedicated security personnel in place to implement the information security policy?		
2	Are the procedures and standards evaluated to determine their level of impact to the business process?		
3	Does the project management methodology uphold the security practices and goals of the Information Security Program?		
<b>C. Document Handling</b>			
1	Is there a reasonable and usable information classification policy?		
2	Does the information classification policy address all enterprise information?		
3	Is an information classification methodology in place to assist employees in identifying levels of information within the business unit?		
4	Is there an information handling matrix that explains how specific information resources are to be handled?		
<b>II. Corporate Practices</b>			
<b>A. Organizational Suitability</b>			
1	Is there an executive level committee assigned to communicate and report on security risks to the organization?		
2	Are employees able to perform their duties efficiently and effectively while following security procedures?		
3	Does the information security program have its' own line item in the budget?		

		YES/NO	Comments
4	Does the security group have the authority to submit needed security policy changes throughout the enterprise?		
5	Is an annual report on the level of information security compliance issued to management? If yes, please provide a copy.		
6	Is there more than one person responsible for the implementation of the Information Security Program?		
<b>B. Personnel Issues</b>			
1	Are personnel required to have nationwide background check performed as part of the Information Security or Human Resources Policy? Please provide a copy of the VENDOR's Human Resources Policy if it is not part of the requested security policy in I-A-1.		
2	Are contractors, subcontractors, and temporary staff subject to the same background check requirements?		
3	Are employees and project managers aware of their responsibilities for protecting information resources via written policy?		
4	Are technical employees formally trained to perform their tasks?		
5	Are contract personnel subject to confidentiality agreements?		
6	Are contract personnel subject to the same policies employees are?		
7	Is access to confidential information by contract personnel monitored by the VENDOR?		
8	Does the VENDOR's employment application ask a prospective employee if they have ever been convicted of a crime? If so, does the proposing firm employ individuals with felony and/or misdemeanor convictions?		
9	Are prior employment verifications performed for initial employment?		
10	Are there any current or pending litigation against staff, former staff, or contract staff regarding corporate espionage, identity theft, or any other areas regarding the security or privacy of confidential information?		
<b>C. Training and Education</b>			

		YES/NO	Comments
1	Do employees receive security related training specific to their responsibilities? If yes, please attach a sample.		
2	Are employees receiving both positive and negative feedback related to security on their performance evaluations?		
3	Is security-related training provided periodically to reflect changes and new methods?		
4	Are system administrators given additional security training specific to their jobs?		
<b>D. Oversight and Auditing</b>			
1	Are the security policies and procedures routinely tested?		
2	Are exceptions to security policies and procedures justified and documented?		
3	Are audit logs or other reporting mechanisms in place on all platforms?		
4	When an employee is found to be non-compliant with security policies, is appropriate disciplinary action taken?		
5	Are information security audits performed on an annual basis?		
6	Are unscheduled/surprise audits performed?		
7	Has someone been identified as responsible for reconciling audits?		
8	Does either an internal or external auditor independently audit VENDOR's operational controls on a periodic basis?		
9	Is an independent review carried out in order to assess the effective implementation of security policies?		
10	Can the VENDOR provide evidence of having gone through a recent audit of their organization's operational policies, procedures, and operating effectiveness? Please provide copies of the most recent audits.		

		<b>YES/NO</b>	<b>Comments</b>
<b>11</b>	Has VENDOR experienced a security breach of corporate or customer data within the last 10 years? If yes, please provide additional information regarding the breach.		
<b>12</b>	Is there is any concluded or pending litigation against the VENDOR or an employee related to a contract engagement or a security breach?		
<b>13</b>	Does VENDOR have a change management committee? Does it meet on regularly scheduled intervals?		
<b>E. Application Development and Management</b>			
<b>1</b>	Has an application development methodology been implemented?		
<b>2</b>	Are appropriate/key application users involved with developing and improving application methodology and implementation process?		
<b>3</b>	Is pre-production testing performed in an isolated environment?		
<b>4</b>	Have promotion to production procedures been implemented?		
<b>5</b>	Are secure coding standards implemented and are they followed?		
<b>6</b>	Are applications tested for security vulnerabilities prior to being released to production? Please provide a sample of the tests performed.		
<b>7</b>	Is there a dedicated security team for testing applications for vulnerabilities?		
<b>8</b>	Are there procedures in place for protecting source code developed by the VENDOR (physically and electronically)?		
<b>9</b>	Is system access and security based on the concept of least possible privilege and need-to-know?		
<b>10</b>	Does VENDOR perform source code reviews for each release?		
<b>11</b>	Are backdoors prevented from being placed into application source code?		
<b>III Physical Security</b>			

		YES/NO	Comments
<b>A. Physical Security of Vendor Facilities</b>			
1	Is access to corporate building(s) where company and customer information resides controlled?		
2	Is access to computing facilities restricted to staff based on their job duties?		
3	Is there an additional level of control for after-hours access?		
4	Is there an audit log to identify the individual and the time of access that is monitored by a group other than Information Technology?		
5	Are systems and other hardware adequately protected from theft?		
6	Are procedures in place for proper disposal of confidential information?		
7	Are proper fire suppression systems located in the facility?		
8	Are computing facilities located more than 5 miles from a government facility or airport (high risk areas)?		
9	Are the servers and facilities that house software documentation and programming logic located in a secure facility?		
10	Is all confidential and restricted information marked as such and stored in a secure area (room, cabinet) with access restricted to authorized personnel only?		
11	Does VENDOR allow employees to work remote or in a virtual environment? If yes, please provide documentation around controls for safeguarding computer systems and data in a virtual work environment. (Example: use of paper shredders to ensure confidential information is protected from disclosure)		
<b>B. After-Hours Review</b>			
1	Are areas containing sensitive information properly secured?		
2	Are workstations secured after-hours such as screen lock out policy?		
3	Are keys and access cards properly secured for open access areas?		

		YES/NO	Comments
4	Is confidential information properly secured from cleaning crews?		
5	Are contract cleaning crews activities monitored?		
<b>C. Incident Handling</b>			
1	Has an Incident Response Team (IRT) been established?		
2	Have employees been trained as to when the IRT should be notified?		
3	Has the IRT been trained in evidence gathering and handling?		
4	Are incident reports issued to appropriate management?		
5	After an incident, are policies and procedures reviewed to determine if modifications need to be implemented?		
6	Does the VENDOR have a process in place to notify IT security of a potential breach and/or other security problems to ensure proper notification and correction can be performed?		
<b>D. Contingency Planning</b>			
1	Has a Business Impact Analysis been conducted on all systems, applications, and platforms?		
2	Is there a documented data center Disaster Recovery Plan (DRP) in place?		
3	Are backup media passwords protected or encrypted?		
4	Has the data center DRP been tested within the past 12 months?		
5	Are system, application, and data backups sent to a secure off-site facility on a regular basis?		
6	Are Service Level Agreements that identify processing requirements in place with all users and service providers?		
7	Have departments, business units, groups, and other such entities implemented business continuity plans that supplement the data center DRP?		
8	Have Emergency Response Procedures (ERP) been implemented?		
9	Have ERPs been tested for effectiveness?		
<b>IV. Business Impact Analysis, Disaster Recovery Plan</b>			

		YES/NO	Comments
<b>A. General Review</b>			
1	Backup planning includes identification of all critical data, programs, documentation, and support items required performing essential task during recovery?		
2	The BIA is reviewed and updated regularly with special attention to new technology, business changes, and migration of applications to alternative platforms?		
3	Critical period timeframes have been identified for all applications and systems?		
4	Senior management has reviewed and approved the prioritized list of critical applications?		
<b>B. Disaster Recovery Plan (DRP)</b>			
1	A corporate disaster recovery plan coordinator has been named and a mission statement identifying scope and responsibilities has been published?		
2	A "worst-case" scenario DRP to recover normal operations within the prescribed timeframes has been implemented and tested?		
3	Listing of current emergency telephone numbers for police, fire department, medical aid, and company officials are strategically located throughout the facility and at off-site locations?		
4	The backup site is remote from hazards that endanger the main data center?		
5	Contracts for outsourced activities have been amended to include service providers' responsibilities for DRP?		
6	Lead times for communication lines and equipment, specialized devices, power hookups, construction, firewalls, computer configurations, and LAN implementation have been factored into the DRP?		

		<b>YES/NO</b>	<b>Comments</b>
7	Contingency arrangements are in place for hardware, software, communications, software, staff and supplies to meet DRP requirements?		
8	Customer software solutions that are being developed and/or in production are backed up as part of the VENDOR's backup and recovery procedures?		
<b>C. Testing</b>			
1	Backup and recovery procedures are tested at least annually?		
2	Training sessions are conducted for all relevant personnel on backup, recovery, and contingency operating procedures?		
3	Appropriate user representatives have a particular role in creating and reviewing control reliability and backup provisions for relevant applications?		
4	Appropriate user representatives participate in the DRP tests?		
5	Insurance coverage for loss of hardware and business impact is in place?		
<b>V. Technical Safeguards</b>			
<b>A. Passwords</b>			
1	Are host systems and servers as well as application servers secured with unique passwords?		
2	Are default accounts de-activated?		
3	Are temporary user accounts restricted and disabled within 24 hours?		
4	Are the password management systems forcing personnel to change passwords every 90 days or less?		
5	Are users of all company-provided network resources required to change the initial default password?		
6	Are the passwords complex? Contain upper case, lower case, special character or number, and at least 8 characters long.		

		YES/NO	Comments
7	Do network and system administrators have adequate experience to implement security standards?		
8	Are reports and logs pertaining to network users reviewed and reconciled on a regular basis?		
9	Are permissions being set securely based on employee job responsibility?		
10	Are administrators assigned a unique ID for access to critical systems?		
<b>B. Infrastructure</b>			
1	Is the network infrastructure audited on an annual basis?		
2	Are network vulnerability assessments conducted on an annual basis?		
3	Are changes/improvements made in a timely fashion following network vulnerability assessments?		
<b>C. Firewalls</b>			
1	Are protocols allowed to initiate connections from "outside" the firewall?		
2	Has a risk analysis been conducted to determine if the protocols allowed maintain an acceptable level of risk?		
3	Has the firewall been tested to determine if outside penetration is possible?		
4	Are other products in place to augment the firewall level security?		
5	Are the firewalls maintained and monitored 24/7?		
6	Have services offered across the firewall been documented?		
7	Has a Demilitarized Zone (DMZ) or Perimeter Network been implemented?		
8	Has the firewall administrator been formally trained?		
9	Is there more than one person administering the firewall?		
<b>D. Data Communications</b>			

		<b>YES/NO</b>	<b>Comments</b>
<b>1</b>	Is there a remote access procedure in place?		
<b>2</b>	Is there a current network diagram?		
<b>3</b>	Are Access Control List (ACLs) maintained on a regular basis?		
<b>4</b>	Is the network environment segmented from host where there is no business or IT requirement to communicate with other host?		
<b>5</b>	Does the communication equipment log administrative access to the systems?		
<b>6</b>	Is SNMP data collected from the data communication devices?		
<b>7</b>	Is syslog data collected from the data communication devices?		
<b>8</b>	Are there standard templates for configuring routers?		
<b>9</b>	Are there standard templates for configuring switches?		
<b>E. Databases</b>			
<b>1</b>	Are default database passwords changed?		
<b>2</b>	Are database administrators trained or certified?		
<b>3</b>	Are database backups performed daily?		
<b>F. Computing Platforms</b>			
<b>1</b>	Are critical servers protected with appropriate access controls?		
<b>2</b>	Does development staff have administrator rights on computers used for writing source code?		
<b>3</b>	Is there a company image used for corporate PCs and laptops?		
<b>4</b>	Does the company have an asset management system to track software installed?		
<b>5</b>	Is there an anti-virus application installed on all PCs, laptops, and servers?		
<b>6</b>	Does the anti-virus application automatically update computing assets 3 times or more per day?		
<b>7</b>	Is there a URL filtering solution in place?		
<b>8</b>	Are Internet facing servers protected with host based intrusion prevention?		

		YES/NO	Comments
9	Are employees including employees who may work remotely restricted to what can be installed on their computer systems?		
10	Do any of the VENDOR's computer systems including storage reside on a cloud computing environment not owned by the VENDOR?		
<b>G. Intrusion Prevention</b>			
1	Is host based intrusion prevention software installed on all Internet facing servers and monitored 24/7/365?		
2	Are network based intrusion prevention systems in-line and defending?		
3	Is there a dedicated security staff monitoring security alerts 24/7/365?		
<b>VI. Telecommunications Security</b>			
<b>A. Policy</b>			
1	Is there a published policy on the use of organizational telecommunications resources?		
2	Have all employees been made aware of the telecommunications policy?		
3	Employees authorized for Internet access are made aware of the organization's proprietary information and what they can discuss in open forums?		
4	Are corporate devices such as iPhones or Android based phones centrally managed by the VENDOR to control rogue software installations and protect sensitive data?		
<b>B. Standards</b>			
1	Is there a threshold established to monitor and suspend repeated unsuccessful dial-in or remote access attempts?		
2	Access to databases reachable via remote access or VPN have access controls in place to prevent unauthorized access?		

		<b>YES/NO</b>	<b>Comments</b>
3	Financial applications available via remote access or VPN have audit trails established to track access and transaction usage?		
4	Are audit trails reviewed and corrective action taken on a regular basis?		
5	When possible are ACL security programs used to control dial-in or remote access to a specific application?		
6	Company proprietary data stored on portable computers are secured from unauthorized access?		
7	Are corporate emails allowed to be sent from unique domains not used by the VENDOR such as Gmail or Microsoft Email?		
<b>C. Practices</b>			
1	Personnel independent of the operations staff and security administration review tamper-resistant logs and audit trails?		
2	Employees are made aware of their responsibility to keep remote access codes secure from unauthorized access and usage?		
3	Removal of portable computers from the corporate locations must be done through normal property removal procedures?		
4	Employees are briefed on their responsibility to protect the property of the company when working away from the corporate environment?		

## 8.6 Cost Proposal Template

*\*Costs must be shown in U.S. dollars*

<b>VENDOR:</b>					
<b>Authorized Signature:</b>				<b>Date:</b>	
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>
<i>List line item (e.g.: Project Management, Testing, Training, Maintenance, Hosting, Operations, etc.)</i>					
<b>Annual TOTAL Cost*</b>					
<b>TOTAL 5 Year Life-Cycle Cost*</b>					

**8.7 Software Proposal Template**

Complete Solution: License Model/Type must include brand, version number, unit pricing, licensing type, etc. Show numbers of licenses required under “QTY”.			
VENDOR:			
Date:			
Authorized Signature:			
<b>Application Software</b>			
Software Module	QTY	License Model/Type & Price	Functionality Addressed
<b>Third Party Software</b> (Including reporting, conversion tools, data cleansing, data/application monitoring, etc.)			
Brand Name & Version	QTY	License Model/Type & Price	Limitations or Additional Considerations

## 8.8 Customization Proposal Template

The proposed solution's customization should be a best estimate based on information provided within this RFP. The pricing for the proposed solution's customization will be reviewed and taken into consideration during contract negotiations.

Functional Area	Pricing
Cultivation Tracking/Reporting	
Processing Tracking/Reporting	
Laboratory Testing Tracking/Reporting	
Secure Transportation Tracking/Reporting	
Dispensing Tracking/Reporting	
Patient Dispensing	
Cannabis Product Availability Tracking/Reporting	
Cannabis Destruction Tracking/Reporting	
Cannabis Returns Tracking/Reporting	
Production Statistics	
Total:	

## 8.9 Total Evaluated Price Template

Total Evaluated Price	
Life Cycle (Total from Attachment 8.6)	
Software (Total from Attachment 8.7)	
Customization (Total from Attachment 8.8)	
Total Evaluated Price	

**8.10 Hardware Proposal Template**

<p>Complete Solution: Description must include devices description or name, manufacturer, brand, model, part number, and /or other specifications such as compatible with specified software. <b>Note: AMCC will not be responsible for the purchase of the RFID tags or similar hardware.</b></p>			
<p>VENDOR:</p>			
<p>Date:</p>			
<p>Authorized Signature:</p>			
Component	Description	QTY	Business Rationale (Optional)

## 8.11 Functional Requirements

Requirement Number	Functional Requirements	Met without Modification	Met with Modification	Not Met	Comments
1	<p>Allows for interface with other third-party inventory and tracking systems. To include but not limited to:</p> <ul style="list-style-type: none"> <li>• Licensee Seed-to-Sale System</li> <li>• Patient/Caregiver Registry</li> <li>• Business Licensing System</li> <li>• Licensee Point of Sale Systems</li> </ul>				
2	<p>Allows licensees to access or enter information into the statewide seed-to-sale tracking system directly and the licensee is not required to adopt and use a third-party inventory control and tracking system.</p>				
3	<p>Allows for interface with other state agencies, and law enforcement personnel.</p>				
4	<p>Provides the Commission and state agencies with access to information in the database that they are authorized to access.</p>				
5	<p>Secures the confidentiality of information in the database by preventing access by a person who is not authorized to access the statewide seed-to-sale tracking system or is not authorized to access particular information.</p>				
6	<p>Ability to: configure and define user roles and access for commission, licensees, and other state agencies.</p>				

Requirement Number	Functional Requirements	Met without Modification	Met with Modification	Not Met	Comments
7	Provides user- and role-based security so that the system administrator can precisely control access permissions to solution features and transactions.				
8	Provides the licensee with access to information in the tracking system that is necessary to verify that the licensee is carrying out all transactions authorized under the licensee's license.				
9	Provides licensees with access to the information in the system that they are required to receive before a sale, transfer, transport, or other activity authorized under a license.				
10	Assigns a globally unique, non-repeating identification number for every plant and inventory item recorded in the system. <b>Note: AMCC will not be responsible for the purchase of the RFID tags or similar hardware.</b>				
11	Allows for interface with digital images, barcodes or QR Codes.				
12	Tracks all cannabis plants, medical cannabis products, patient and caregiver purchase totals, waste, transfers, conversions, sales, and returns that are linked to unique identification numbers.				
13	Tracks cannabis and medical cannabis sales and <u>transfers among licensees</u> .				
14	Tracks cannabis and medical cannabis sales and transfers among facilities of the <u>integrated facility</u> licensees.				
15	Tracks lot and batch information throughout the entire chain of custody.				
16	Tracks cannabis, product details, including weight and/or volume, at each stage: growing, processing,				

Requirement Number	Functional Requirements	Met without Modification	Met with Modification	Not Met	Comments
	storage, laboratory testing, distribution, inventory, dispensing and destruction.				
17	Tracks all products, conversions, and derivatives throughout the entire chain of custody.				
18	Tracks location of plants, any plant waste, and any plantings created from immature plants.				
19	Tracks cannabis plant, batch, and product destruction.				
20	Tracks products used in the cultivation of cannabis. To include but not limited to: <ul style="list-style-type: none"> <li>• Pesticides</li> <li>• Fungicides</li> <li>• Growth Regulators</li> </ul>				
21	Tracks transportation of product; and allows for route plans and manifests to be entered into the system.				
22	Reports and tracks loss, theft, or diversion of product containing cannabis.				
23	Tracks all inventory discrepancies.				
24	Tracks reconciled inventory to include but not limited to: <ul style="list-style-type: none"> <li>• Sales</li> <li>• Transfers</li> <li>• Waste Disposals</li> <li>• Sampling</li> </ul>				
25	Retains an audit trail of modifications to records. To include instances where a licensee reports correction to existing data in the event of data entry error.				
26	Allows the Commission to override information provided by licensees.				

Requirement Number	Functional Requirements	Met without Modification	Met with Modification	Not Met	Comments
27	Receives testing results electronically from a state testing laboratory via a secured application program interface into the system and directly linking the testing results to each applicable source batch and sample.				
28	Records all of the following attributes of any plant or product (but not limited to the following): <ul style="list-style-type: none"> <li>• Potency</li> <li>• Cannabinoid profile (including terpenes)</li> <li>• Contaminants</li> <li>• Microbes</li> <li>• Mycotoxins</li> <li>• Pesticides</li> <li>• Solvent Residues</li> <li>• Moisture Content</li> <li>• Water Activity</li> <li>• Heavy Metals</li> </ul>				
29	The ability to set threshold of accepted values (limits) for laboratory testing.				
30	Provides information to cross-check that products received the required testing.				
31	Identifies test results that may have been altered.				
32	Tracks materials and <i>active and inactive</i> ingredients used in processing cannabis.				

Requirement Number	Functional Requirements	Met without Modification	Met with Modification	Not Met	Comments
33	<p>Performs complete batch recall tracking and identifies all the following details relating to the specific batch subject to the recall:</p> <ul style="list-style-type: none"> <li>a. Sold product.</li> <li>b. Product inventory that is finished and available for sale.</li> <li>c. Product that is in the process of transfer.</li> <li>d. Product being processed into another form.</li> <li>e. Postharvest raw product, such as product that is in the drying, trimming, or curing process.</li> </ul>				
34	<p>Reports and tracks adverse patient responses or dose-related efficacy issues.</p>				
35	<p>Produce reports electronically and for a given timeframe, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Cultivation Tracking/Reporting</li> <li>• Processing Tracking/Reporting</li> <li>• Laboratory Testing Tracking/Reporting</li> <li>• Secure Transportation Tracking/Reporting</li> <li>• Dispensing Tracking/Reporting</li> <li>• Patient Dispensing</li> <li>• Cannabis Product Availability Tracking/Reporting</li> <li>• Cannabis Destruction Tracking/Reporting</li> <li>• Cannabis Returns Tracking/Reporting</li> <li>• Production Statistics</li> </ul>				
36	<p>Ability to produce ad hoc reports on all data and metadata elements.</p>				
37	<p>Provides analytics to the commission regarding key performance indicators such as the following:</p> <ul style="list-style-type: none"> <li>• Total daily sales</li> <li>• Total cannabis plants in production</li> <li>• Total cannabis plants destroyed</li> </ul>				

Requirement Number	Functional Requirements	Met without Modification	Met with Modification	Not Met	Comments
	<ul style="list-style-type: none"> <li>Total inventory adjustments</li> </ul>				
38	Produce printable and downloadable chain of custody reports for plants, inventory, and products.				
39	Tracks data from licensee to generate an inventory checklist on demand to resolve an immediate inventory discrepancy.				
40	Retains record of date, time, amount, patient identification number, employee ID/name, and price of each sale or transfer of medical cannabis to a registered qualified patient or registered caregiver.				
41	Provides information to cross-check that product sales are made to a registered qualified patient, or a registered caregiver on behalf of a registered qualified patient.				
42	Reports and tracks all sales, sales tax, and refunds.				
43	Scalable to account for developments including legislative changes, rulemaking provisions, and market demand.				

## **9 Terms and Conditions**

- 9.1** The VENDOR specifically is charged with knowledge of the AMCC's specific reservations of rights set out in this RFP and the AMCC's terms and conditions stated herein. By submitting a proposal, the VENDOR affirmatively acknowledges and agrees that the terms and conditions in Section 9, without any exception unless specified using the process in Section 3.3, shall become part of any contract awarded under this RFP.
- 9.2** The AMCC will not be liable to pay the VENDOR for any supplies provided, services performed, or expenses paid related to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.
- 9.3** Selected Vendor, who executes the Contract for service, is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of the AMCC, but must be disclosed as a part of the proposal or otherwise approved in advance and in writing by the AMCC. Any approval by the AMCC of any subcontract or subcontractor shall not constitute a waiver by the AMCC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
- 9.3.1** Any sub-vendor providing services required in the RFP or in the Contract will meet or exceed the requirements set forth in the RFP.
- 9.3.2** The AMCC will not be bound to any terms and conditions included in any Vendor or sub-vendor documents. No conditions in sub-vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Selected Vendor's obligations under the Contract.
- 9.4** The VENDOR shall read the provisions listed below and respond with any exceptions the VENDOR takes to any provision.
- 9.5** **LIABILITY AND INDEMNIFICATION:**
- a) Vendor shall defend in any action at law, indemnify, and hold the AMCC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:
- 1) Any breach or default on the part of Selected Vendor in the performance of the Contract;
  - 2) Any claims or losses related to services Selected Vendor is obligated to perform and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
  - 3) Any claims or losses by any person or firm injured or damaged by Selected Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any

data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local regulations or statutes; and,

- 4) Any failure by Selected Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

All costs, reasonable attorneys' fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of Selected Vendor.

- b) In case any action or proceeding is brought against the AMCC by reason of any such claim, Selected Vendor, upon notice from the AMCC, shall defend against such action by counsel satisfactory to the AMCC and the Attorney General of the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim that may affect the AMCC without first obtaining approval of the AMCC.

In defending the AMCC, its officials, agents, and employees, Selected Vendor shall advise and consult with the General Counsel's Office of the AMCC which may, in its discretion, enter any legal proceeding on behalf of the AMCC, its officials, agents, or employees.

Said obligations shall not be applicable to any claim, injury, death, or damage to property arising solely out of any act or omission on the part of the AMCC, its officials, agents, servants, or independent vendors (other than Selected Vendor) who are directly responsible to the AMCC.

- 9.6 GOVERNING LAW:** VENDOR agrees that the final Agreement shall be governed by and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.
- 9.7 INDEPENDENT CONTRACTOR:** VENDOR acknowledges that it is an independent contractor, and neither the VENDOR nor its employees or subcontractors are to be considered employees of STATE or entitled to benefits under the State of Alabama Merit System.
- 9.8 NOT A DEBT OF THE STATE OF ALABAMA:** It is agreed that the terms and commitments contained therein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.
- 9.9 CONFLICTS WITH LAW:** It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

- 9.10 SOLE REMEDY:** VENDOR's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to filing a claim with the Board of Adjustments for the State of Alabama.
- 9.11 OPEN RECORDS:** VENDOR acknowledges that STATE may be subject to Alabama open records laws or similar State and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Notwithstanding anything to the contrary contained in VENDOR's proposal or final Agreement, VENDOR acknowledges and agrees that STATE may comply with those laws without violating any provision of VENDOR's proposal or final Agreement.
- 9.12 IMMIGRATION:** VENDOR agrees that by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 9.13 INSURANCE COVERAGE:**
- a) Selected Vendor shall continuously maintain and pay for such insurance to protect Selected Vendor, the State, the AMCC, its officers, agents, and employees from all claims including, but not limited to, death and claims based on violations of civil rights, arising from the services performed under the Contract, and actions by a third party against Selected Vendor as a result of the Contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the Contract, Selected Vendor must file with the AMCC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with a combined single limit of one hundred and fifty thousand dollars (\$150,000) for personal injury and property damage that incorporates said coverage for all of Selected Vendor's employees and sub-vendors. This coverage is required to extend to services performed at Selected Vendor's facility.
  - b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the AMCC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Selected Vendor must inform the AMCC and seek written permission for lesser coverage.

- c) All general liability insurance policies required under this Contract must name the AMCC as being an additional insured or loss payee and as entitled to all notices under the general liability policies. All certificates of insurance shall contain the following provision: “The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the AMCC has received at least ten (10) days written notice.” At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the AMCC with renewal information and any changes in coverage. This term shall not apply to coverage relating to Worker’s Compensation.
- d) Vendor is currently enrolled with the Department of Homeland Security (“DHS”) in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- e) Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.

**9.14 CYBER LIABILITY AND SECURITY INSURANCE:** In the event VENDOR will host data, or provide for the hosting of data through a third-party entity, VENDOR shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the VENDOR or AMCC, an immediate response in the event of a data breach, including meeting all notification obligations of VENDOR and AMCC. VENDOR shall defend, indemnify, save and hold harmless, AMCC, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all suits, claims, or damages of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or omission of the VENDOR, or any subcontractor, or their employees or agents.

**9.15 HOLDBACK:** The AMCC will hold back an amount of twenty five percent (25%) of payments based upon completion of deliverables. Upon completion of all deliverables, the AMCC must accept the final deliverable to trigger the payment of the holdback monies. The holdback will be in force for the life of the contract. A breach of the contract by the Selected Vendor will cause the holdback monies to become unpayable.

**9.16 CONTRACT TERMINATION:** The AMCC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Vendor. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of any resulting contract.

The AMCC may terminate any contract resulting from this RFP in the event of:

- 9.16.1** Any breach of the contract that, if susceptible of being cured, is not cured within fifteen (15) days of the AMCC giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
  - 9.16.2** Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
  - 9.16.3** Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the AMCC and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;
  - 9.16.4** For the unavailability of funds appropriated or available to the AMCC. The AMCC will use its best efforts to secure sufficient appropriations to fund the awarded contract. However, obligations of the AMCC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The AMCC will determine whether amounts appropriated are sufficient. The AMCC will give Selected Vendor notice of insufficient funding as soon as practicable after the AMCC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,
  - 9.16.5** For convenience of the AMCC. If the AMCC terminates for convenience, the AMCC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- 9.17 ACCESS TO FACILITIES:** VENDOR and its employees or agents shall have the right to use only those facilities of the AMCC that are necessary for its performance of services under this Contract and shall have no right of access to any other facilities of the AMCC.
- 9.18 OPEN TRADE:** In compliance with Section 41-16-5 Code of Alabama (1975), the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- 9.19 BRIBERY CONVICTIONS:** Vendor certifies compliance, or agreement to comply, with the following legal requirement and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements:
- a) No person or business entity will be awarded a contract or subcontract if that person or business entity:
    - 1) Has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any

other state in that officer's or employee's official capacity; or

- 2) Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the AMCC as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
- 1) The business has been finally adjudicated not guilty; or,
  - 2) The business demonstrates to the AMCC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

**9.20 FELONY CONVICTION:** No person or business entity, or officer or director of such business entity, convicted of a felony is eligible to do business with the AMCC from the date of conviction until three (3) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

**9.21 INDUCEMENTS:** Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. Vendor certifies that it will not take part in any such conduct.

**9.22 REPORTING ANTICOMPETITIVE PRACTICES:** When, for any reason, Vendor or a designee suspect collusion or other anticompetitive practice among any vendors or employees of the AMCC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the AMCC Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, requests for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

**9.23 CONFIDENTIALITY AND USE OF WORK PRODUCT:**

- a) Any documents or information obtained by Vendor from the AMCC in connection with this RFP or the Contract will be kept confidential and will not be provided to any

third party unless the AMCC approves disclosure in writing. All work products produced under the RFP including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the AMCC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the AMCC in furtherance of performance of the resulting contract will remain the property of Selected Vendor. Selected Vendor grants to the AMCC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

- b) Selected Vendor will, at its expense, defend the AMCC against all claims, asserted by any person, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the AMCC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the AMCC for its use or operation of the items provided by Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, at its expense, either:
  - 1) modify the item so that it becomes non-infringing;
  - 2) procure for the AMCC the right to continue to use the item;
  - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
  - 4) refund to the AMCC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the AMCC may incur to acquire substitute supplies or services.

**9.24 WARRANTY:**

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Vendor warrants that it has the title to, or the right to allow the AMCC to use, the supplies and services being provided and that the AMCC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that

would interfere with the use of such supplies and services that would leave the AMCC liable.

- 9.25 COMPLIANCE:** All work completed under the resulting contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations. Vendor certifies that it is in compliance, and will remain in compliance, with all federal, state, and local laws as well as all pertinent AMCC regulations in the performance of any prospective contract including, but not limited to, the following, if applicable:
- a) Comply with the provisions of the Civil Rights Act of 1964.
  - b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
  - c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.
  - d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
  - e) Comply with the regulations, procedures, and requirements of the AMCC concerning equal employment opportunities and affirmative action.
  - f) Provide such information with respect to its employees and applicants for employment.
  - g) Have written sexual harassment policies that comply with the AMCC's policy, to include, at a minimum, the following information:
    - 1) the illegality of sexual harassment;
    - 2) the definition of sexual harassment;
    - 3) Vendor's internal complaint process, including penalties;
    - 4) the legal recourse, investigative, and complaint process available through Vendor;
    - 5) directions on how to contact Vendor; and
    - 6) protection against retaliation.
  - h) Vendor will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of

any illegal drug or controlled substance will be eligible for employment by Vendor under the resulting contract.

- i) Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the AMCC.
- j) All Selected Vendor employees or subcontractors who may enter any AMCC facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle), and may be prohibited from entering the facility in accordance with AMCC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any AMCC facility.
- k) Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes. If at any time during this procurement process or throughout the Contract term, Vendor's certification, permit, or license is revoked, suspended, is on probation, or otherwise is in jeopardy by any relevant authority, Vendor is under an ongoing obligation to report this status to the AMCC.

**9.26 Operations Outside the United States:** The Vendor shall ensure that all business offices and all employees and Subcontractors that perform functions and duties related to this Contract are located within the United States. The Vendor and all Subcontractors shall perform the services to be provided under this Contract entirely within the boundaries of the United States and shall not provide any payments for items or provided under the Contract to any financial institution or entity located outside of the United States. This includes, but is not limited to:

- a) All services, including but not limited to information technology services, processing, transmission, storage, archiving, data center services, Disaster recovery sites and services, and customer support; or
- b) All custom software prepared for performance of this RFP, and all modifications of custom, third party, or vendor proprietary software, must be performed within the United States.

Exceptions to this Section are limited to:

- a) Commercial Off-The-Shelf (COTS) Software. The foregoing requirements will not preclude the acquisition or use of COTS software that is developed outside the United States or hardware that is generically configured outside the United States.

- b) Foreign-made Products and Supplies. The foregoing requirements will not preclude Vendor from acquiring, using, or reimbursing products or supplies that are manufactured outside the United States, provided such products or supplies are commercially available within the United States for acquisition or reimbursement by the Agency.
- c) AMCC Approved Waiver. The foregoing requirements will not preclude Vendor from performing work outside the United States provided the Vendor first acquires a written waiver from the AMCC.

If the Vendor or its Subcontractor performs services, or uses services, in violation of this subsection, the Vendor shall be in material breach of this RFP and shall be subject to Sanctions under this RFP, including but not limited to, payment to the AMCC for any costs, fees, damages, claims, or expenses it may incur.