



IDAHO SUPREME COURT

REQUEST FOR PROPOSALS

RFP 2023-03 Supervision Case Management Software (SCMS)

Issued June 6, 2023

TABLE OF CONTENTS

RFP INSTRUCTIONS.....	1
1 OVERVIEW	2
2 QUESTIONS	5
3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL.....	7
4 PROPOSAL FORMAT	8
5 PROPOSAL REVIEW, EVALUATION, AWARD, AND CONTRACT	9
6 MANDATORY SUBMISSION REQUIREMENTS	14
7 BUSINESS INFORMATION	15
8 ORGANIZATION AND STAFFING.....	15
9 SCOPE OF WORK.....	16
ATTACHMENT 1 – OFFEROR QUESTIONS	24
ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM.....	26
ATTACHMENT 3 – SIGNATURE PAGE	27
ATTACHMENT 4 – COVER FORM.....	28
ATTACHMENT 5 – COST PROPOSAL.....	30
ATTACHMENT 6 – TERMS AND CONDITIONS FOR CLOUD-BASED SERVICES	33
ATTACHMENT 7 – VENDOR SECURITY REQUIREMENTS QUESTIONNAIRE.....	34
APPENDIX A – CONTRACT	35

RFP INSTRUCTIONS

RFP Title	RFP 2023-03 Supervision Case Management Software (SCMS)
RFP Project Description	The Idaho Supreme Court seeks proposals from qualified vendors to provide a cloud-based supervision case management software ("SCMS") for Pre-Trial, Probation, and Treatment Courts, support and maintenance for the SCMS; implementation of the SCMS; training on the SCMS; security and compliance; and other services (if any).
RFP Lead	Jennifer Carr Administrative Office of the Courts jcarr@idcourts.net (208) 334-2246
Submit electronically	RFP-2023-03@idcourts.net
RFP Publication Date	June 6, 2023
Deadline to Receive Questions	June 20, 2023, 5:00 p.m. Mountain Time
Response to Questions Published	July 11, 2023
Proposal Submission Deadline	July 25, 2023, 5:00 p.m. Mountain Time
Proposal Opening Date	Within two (2) business days of Proposal Submission Deadline
Oral Presentations and Demonstrations	Scheduled at the discretion of ISC
Notice of Intent to Award	TBD
Protest Submission Deadline	Seven (7) days following the Notice of Intent to Award
Award	TBD
Initial Term of Contract and Renewals	Initial term of one (1) year, followed by four (4) annual renewals unless notice of non-renewal is given per the terms of the Contract. The Contract may thereafter be extended or renewed only upon mutual written agreement executed by both parties.

1 OVERVIEW

1.1. Introduction

The Idaho Supreme Court (“ISC”) currently utilizes Tyler Technologies Supervision for supervision case management. Tyler Technologies Supervision supports Pre-Trial, Probation, and Treatment Courts. Through RFP 2023-03 Supervision Case Management Software (SCMS), the ISC seeks proposals from qualified vendors to provide: (1) a new cloud-based supervision case management software (“SCMS”) for Pre-Trial, Probation, and Treatment Courts; (2) support and maintenance for the SCMS; (3) implementation of the SCMS; (4) training on the SCMS; (5) security and compliance; and (6) other services (if any). These are collectively referred to as “SCMS Services,” and the requirements for the SCMS Services are more fully specified in Section 9 (“Scope of Work”) of this RFP. The SCMS will need to be able to run in all of Idaho’s 44 counties, with approximately 300 users, and an unlimited number of Pre-Trial defendants, Probationers and participant cases. These numbers are provided as an estimate only and are not an actual guarantee of the number of counties in which the SCMS will be used, or the actual number of users who will use the SCMS.

1.2. ARPA Compliance

The ISC is paying for the SCMS Services set forth in this RFP using funds awarded to the State of Idaho from the State and Local Fiscal Recovery Fund (“SLFRF funds”) under the American Rescue Plan Act. The use of SLFRF funds must comply with U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions, signed by the State of Idaho on May 10, 2021; specified provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; and other requirements as specified by the U.S. Department of the Treasury. To help ensure ARPA compliance, ARPA required contract terms and conditions are included as Exhibit C to the Contract appended to this RFP as Appendix A.

1.3. Vendor’s Responsibility to Comply With Laws

In submitting a Proposal, executing a Contract, and fulfilling its contractual obligations, it is the Vendor’s responsibility to conform to ALL applicable federal, state, and local statutes or other applicable legal requirements. ISC will not be responsible for any failure by any Vendor to meet applicable legal requirements.

1.4. ISC Exempt from Procurement Laws

The ISC is exempt from the State of Idaho’s Purchasing laws and requirements, and thus, these instructions shall govern this RFP.

1.4. Dates Subject to Change

All procurement dates set forth in this RFP are subject to change by the ISC. Notice of any change of procurement dates will be posted at <https://isc.idaho.gov/procurement/2023-03> and it is the Vendor’s responsibility to be aware of and abide by all applicable procurement dates.

1.5. Definitions

- A. AOC - The Administrative Office of the Courts.
- B. ISC – The Idaho Supreme Court.

- C. Contract - The written agreement that ISC will enter with the Contractor, attached hereto as Appendix A, and incorporated into this RFP as if set out in its entirety, and located at <https://isc.idaho.gov/procurement/2023-03>. The Contract includes as exhibits: (1) this Request for Proposals; (2) Contractor's Proposal as accepted by ISC; (3) ARPA compliance requirements as described in Section 1.2; (4) Terms and Conditions for Cloud-Based Services; and (5) other documents accepted by ISC.
- D. Contractor - The Vendor that is awarded the Contract.
- E. Data Breach – Any: (1) unauthorized access to or acquisition of Non-Public ISC Data following a Security Incident that compromises the confidentiality, integrity, availability, or security of the Non-Public ISC Data; or (2) unauthorized access to Public ISC Data following a Security Incident that comprises the integrity, availability, or security of Public ISC Data.
- F. ISC Data - All information and data developed, documented, derived, stored, installed or furnished by ISC under the Contract, including all data related to records owned by ISC.
- G. Non-Public ISC Data - ISC Data that is not subject to distribution to the public as public information, including all information exempt from public disclosure pursuant to Idaho Court Administrative Rule 32. It is deemed to be sensitive and confidential by ISC because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information. Non-Public ISC Data includes, but is not limited to, Personal ISC Data.
- H. Level of Supervision - Revised- (LSI-R) is a Risk and Needs assessment developed by Multi Health Systems (MHS) administered by Probation and used by Treatment Courts for eligibility criteria and by Probation for placement in supervision levels.
- I. Offeror – A Vendor who has submitted a Proposal in response to this Request for Proposals.
- J. Participant – Any person who meets the Treatment Court eligibility criteria, has signed a Treatment Court participant agreement, and has been admitted to the Treatment Court by the Treatment Court Judge.
- K. Pre-Trial – A county agency or private organization responsible for a variety of services which occur during the Pre-Trial phase of a case. This may include administration of Pre-Trial risk assessments.
- L. Probation – A county agency or private organization responsible for supervision of adults with misdemeanor convictions on behalf of the Court.
- M. Personal ISC Data - ISC Data alone or in combination with other data that includes information relating to an individual that identifies the individual by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record. Personal ISC Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).

- N. Program – A Program refers to Probation and/or Pre-trial services.
- O. Proposal – The Offeror’s written response, including the Technical Proposal and Cost Proposal, to this Request for Proposals that describes the solution or means of providing the SCMS Services requested and which Proposal is considered an offer to perform in full response to the Request for Proposals.
- P. Protected Health Information (PHI) - Individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- Q. Public ISC Data – All ISC Data except Non-Public ISC Data.
- R. Request for Proposals (“RFP”) – Means this document, all amendments to the RFP published by the ISC pursuant to Section 2.2, all modifications or exceptions accepted by ISC pursuant to Section 2.3, and all other documents, whether attached or incorporated by reference, utilized by ISC for soliciting Proposals for this RFP.
- S. Security Incident – (1) The loss of availability of a system; (2) the unauthorized access to the Contractor’s network that the Contractor or ISC believes could reasonably result in the: (a) use, disclosure, alteration, destruction, or theft of Non-Public ISC Data within the possession or control of the Contractor, or (b) alteration or destruction of Public ISC Data; or (3) a security breach to the Contractor’s system, regardless if Contractor is aware of unauthorized access to Non-Public ISC Data. A Security Incident may or may not turn into a Data Breach.
- T. State – The state of Idaho.
- U. Supervision Case Management Software (“SCMS”) – A cloud-based supervision case management software for Pre-Trial, Probation, and Treatment Courts, that meets the requirements specified in Section 9 (“Scope of Work”).
- V. SCMS Services – The SCMS, together with the: (1) support and maintenance for the SCMS; (2) implementation of the new SCMS; (3) training on the SCMS; (4) security and compliance; and (5) other services (if any), that meet the requirements specified in Section 9 (“Scope of Work”).
- W. Treatment Court – A court that follows the Idaho Treatment Court Best Practice Standards, and utilizes judicial monitoring, close supervision, testing and treatment of high risk and high need criminal justice involved individuals with behavioral health issues. Treatment Court includes all adult Drug Courts, DUI Courts, Mental Health Courts, Wood Courts, Young Adult Courts, Domestic Violence Drug Courts, and Veterans Treatment Courts, Juvenile Drug Courts, and Child Protection Drug Courts.

- X. Treatment Court Coordinator – The Treatment Court Team member responsible for the administration, management, and coordination of Treatment Court services and operations. These responsibilities may include, overseeing Treatment Court staff activities, assisting the Treatment Court’s compliance with standards, statutes, and rules, developing and implementing Treatment Court policies and procedures, case plan, and other applicable agreements, and coordinating the provision of participant progress and compliance information to the Treatment Court Team.
- Y. Treatment Court Judge – The judicial officer who presides over a Treatment Court.
- Z. Treatment Court Supervision Module Record – Participant information related to the participant’s diagnosis, treatment, progress, and related medical and psychological information kept by the Treatment Court Coordinator.
- AA. Treatment Court Team – The interdisciplinary group of professionals that provides specific assistance to the Treatment Court and works together to address the issues facing the Participants. Team members may include the Treatment Court Judge, Court Clerk, Treatment Court Coordinator, representatives from the prosecuting attorney’s office, defense counsel, community supervision, law enforcement, treatment providers, case managers, Department of Health and Welfare staff, mentors, or others.
- BB. Vendor – A person or entity capable of supplying the SCMS Services to ISC.

2 QUESTIONS

2.1. Restrictions on Communications

Except as otherwise expressly permitted in this RFP, from the RFP Publication Date, until a Contract is awarded or the RFP is cancelled, Vendors are prohibited from communicating with ISC staff, evaluation committee members, or other associated individuals, except the RFP Lead, regarding this RFP.

2.2. Questions

2.2.1. The RFP Lead is the only contact for this RFP. All correspondence must be in writing. It will be the Vendors’ responsibility to check for any amendments to the RFP document(s) prior to submitting a Proposal. In the event it becomes necessary to revise any part of this RFP, amendment(s) will be made available at <https://isc.idaho.gov/procurement/2023-03>. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Proposal, or if failure to give such information would be prejudicial to uninformed Vendors. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to <https://isc.idaho.gov/procurement/2023-03> to be valid.

2.2.2. Questions or other correspondence must be submitted in writing to the RFP Lead no later than Deadline to Receive Questions.

2.2.3. Written questions must be submitted using **Attachment 1 - Offeror Questions**. Official answers to all written questions will be posted at <https://isc.idaho.gov/procurement/2023-03> as an amendment to this RFP.

2.3. Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

2.3.1. Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 1 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for ISC's consideration that is consistent in content, context, and form with ISC's requirement that is being questioned.
- Explanation of how ISC's acceptance of the recommended verbiage is fair and equitable to both ISC and to the party submitting the question.

2.3.2. In the event that a Proposal contains modifications or exceptions to any RFP requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 2 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. ISC will not consider any modifications or exceptions that are not identified specifically on Attachment 2.

2.3.3. ISC has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. ISC will only negotiate non-material modifications or exceptions. Modifications or exceptions which the ISC determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on ISC's acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror's Proposal being found non-responsive, after which it will receive no further consideration.

2.3.4. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of ISC; however, ISC shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in ISC finding the Proposal non-responsive.

2.3.5. Except as otherwise provided within the RFP, ISC will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1. General Instructions

3.1.1. Proposals must be submitted electronically, as detailed below, no later than the Proposal Submission Deadline. Except as otherwise addressed in this RFP, all submission materials must be submitted at the same time (in a single electronic package). If multiple submissions are received, only the latest timely submission will be considered.

3.1.2. Alternate proposals are not allowed.

3.1.3. All electronic files must be pdf format.

3.2. Electronic Submission

3.2.1. Electronically submitted Proposals must be submitted to RFP-2023-03@idcourts.net. When submitting, UPLOAD YOUR TECHNICAL PROPOSAL, SEPARATE COST PROPOSAL, AND ALL OTHER REQUIRED SUBMITTAL ITEMS.

3.2.2. Be advised that ISC is not responsible for a Vendor's failure to timely submit a responsive Proposal due to any technical or technological difficulties.

3.2.3. Offerors are further advised to submit response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's Proposal, as ISC may print uploaded documents for evaluation in the manner received.

3.2.4. It is the Vendor's responsibility to ensure that its Proposal is electronically submitted to RFP-2023-03@idcourts.net prior to the Proposal Submission Deadline. Late submissions will not be considered under any circumstances. The official time used in the receipt of electronic submissions will be the time the submission is received at the email address. No responsibility will be assumed for delays in or for the failure of any computer or electronic equipment.

3.3. Submission of Material Offeror Asserts is Exempt from Public Disclosure

3.3.1. Idaho Court Administrative Rule 32 ("ICAR 32") generally allows the open inspection and copying of court records. All, or most, of the information contained in your Proposal will be a public record subject to disclosure under ICAR 32. Please note that there is no general exemption for trade secrets under ICAR 32. Trade secrets are exempt only to the extent they fall under one of the exemptions expressly listed under ICAR 32. If you consider any material that you provide in your Proposal protected from disclosure, you MUST so indicate by marking as "exempt" EACH PAGE containing such information. Marking your entire Proposal as exempt is not acceptable or in accordance with this RFP and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable and WILL NOT BE HONORED. Prices that you provide in your Proposal will not be exempt from disclosure. ISC, to the extent allowed by law and in accordance with this RFP, will honor a designation of nondisclosure. Any questions regarding the applicability of ICAR 32 should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Proposal.

3.3.2. If your Proposal contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Proposal with all exempt information removed or blacked out. ISC will provide this redacted Proposal to requestors under Idaho Court Administrative Rule 32. Offerors must also:

3.3.2.1. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”

3.3.2.2. Provide a separate document with your Proposal entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your Proposal. The list must be in the order in which the material appears in your Proposal, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow ISC to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

3.3.2.3. Vendor shall indemnify and defend ISC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents or portion of a document as exempt. The Vendor’s failure to designate as exempt any document or portion of a document that is released by ISC shall constitute a complete waiver of any and all claims for damages caused by any such release. If ISC receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

3.4. Modification of Submitted Proposal

3.4.1. An Offeror may modify or change a previously submitted Proposal at any time prior to the Proposal Submission Deadline by amending its Proposal and resubmitting it (e.g. adding or removing attachments, modifying pricing, etc.).

3.5. Withdrawal of Submitted Proposal

3.5.1. An Offeror may withdraw a previously submitted Proposal at any time prior to the Proposal Submission Deadline by submitting a signed letter to the RFP Lead stating the same and including the language: “WITHDRAWAL OF PREVIOUSLY SUBMITTED PROPOSAL.”

3.5.2. After the Proposal Submission Deadline passes, the Offeror agrees that its Proposal shall be good and may not be withdrawn until sixty (60) days after the Level 3 Baseline Controls spreadsheet is completed and accepted as described in Section 5.9.

4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

4.1. Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major sections.

4.2. Format

Proposals shall follow the numerical order of this RFP beginning with Section 6 and continuing through the end of the applicable RFP Attachments, including all mandatory submission items detailed in Section 6 and identified throughout the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror's response. Except for brochures, financials, work samples, or other similar submission items, all Proposals must be submitted in Adobe Acrobat PDF format. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; ISC will not be responsible for any failure to consider information outside of or imbedded in the Proposal.

4.3. Evaluation Codes

(M) Mandatory Response - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror's Proposal non-responsive.

(ME) Mandatory and Evaluated Response - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror's Proposal non-responsive. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

(E) Evaluated Response - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

Note: ISC may waive minor informalities as well as minor deviations. ISC also reserves the right to seek clarification on any (M), (ME), or (E) requirement.

5 PROPOSAL REVIEW, EVALUATION, AWARD, AND CONTRACT

5.1. Opening

Proposals will be opened on the Proposal Opening Date. Within two (2) business days after the opening, the ISC will publish the names of the Offerors at <https://isc.idaho.gov/procurement/2023-03>. No other information will be disclosed at that time.

5.2. Overview of Evaluation Criteria

The objective of ISC in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended. Responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy ISC's requirements. It is the Offeror's responsibility to furnish sufficient information to ISC to determine whether or not the SCMS Services offered in the Proposal conforms to ISC's specifications.

5.2.1. All Proposals will be reviewed to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

5.2.2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	100 points
Organization and Staffing (Section 8)	100 points
Scope of Work (Section 9)	500 points
Oral Presentations or Demonstrations	200 points
Cost Proposal	200 points
TOTAL POINTS	1,100 points

5.2. Technical Proposal

5.2.1. The Technical Proposal will be reviewed on a "pass" or "fail" basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by ISC in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.2.2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).

5.3. Oral Presentations/Demonstrations

5.3.1. Product Demonstration. At ISC's discretion, up to three (3) Offerors, with the highest total score after the evaluation of the Technical Proposal is complete, may be asked to make demonstrations of the offered SCMS Services. ISC may provide demonstration scenarios in accordance with the specifications of this RFP. If ISC holds demonstrations, they will be mandatory for all invited Offerors and will be evaluated. Within ISC's sole discretion, ISC may invite members of the Evaluation Committee(s), state personnel, county personnel, and any other individuals it chooses to attend and participate in the demonstrations. Within ISC's sole discretion, any or all such individuals invited by ISC may provide feedback regarding each Offerors' demonstration to the Evaluation Committee(s) and the Evaluation Committee(s) may take such feedback into consideration when evaluating each Offerors' demonstration.

5.4. Cost Proposal

5.4.1. The evaluation of the Cost Proposal will be based on the lowest overall cost for ISC, as set forth in Attachment 5 – Cost Proposal. An Offeror’s Cost Proposal will be evaluated only if the Offeror’s Technical Proposal is responsive.

5.5. Responsibility

ISC reserves the right to make reasonable inquiry about or from the Offeror or from third parties to determine the responsibility of an Offeror. Such inquiry may include, but is not limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of an Offeror to promptly supply any requested information may result in a finding of non-responsibility. Nothing herein shall prevent ISC from using other means to determine Offeror’s responsibility.

5.6. Award

5.6.1. Award of Contract. The Contract will be awarded to a responsible Offeror whose Proposal is responsive and receives the highest number of total points. In the event of a tie, the Offeror with the highest ranked Technical Proposal will be awarded the Contract.

5.6.2. ISC’s Right to not Award. ISC reserves the right to not award a Contract from this RFP.

5.7. Notice of Intent to Award

After the ISC determines which Offeror will be awarded Contract under Section 5.6, the ISC will issue a letter to each Offeror that submitted a responsive Proposal, informing each such Offeror of ISC’s intent to award the Contract(s).

5.8. Protests

Any Offeror who is aggrieved with the ISC’s intent to award may submit a protest addressed to the Administrative Director of the Courts (“ADOC”). The protest must be submitted in writing within seven (7) calendar days after such aggrieved Offeror receives the Notice of Intent to Award. The protest must set forth in specific terms the alleged reason(s) the selection is erroneous. The protest will be resolved by the ADOC at their earliest convenience, and the ADOC’s response will be deemed to fully resolve any dispute set forth in the protest(s).

5.9. Pre-Contracting Clarification Discussions and Level 3 Baseline Controls Security Requirements Check

5.9.1. After the protest period and prior to the execution of a Contract, ISC will engage in pre-contracting clarification discussions and a Level 3 Baseline Controls security requirements check with the Offeror that will be awarded a Contract under Section 5.6. The purpose of pre-contracting clarifying discussions is to clarify expectations and develop a Service Initiation Implementation Plan (SIIP). The SIIP would include a critical path timeline and critical path tasks for implementing the SCMS Services. The purpose of the Level 3 Baseline Controls security requirements check is for ISC to provide, and for Offeror to complete, a Level 3 Baseline Controls spreadsheet that addresses the capability of Offeror’s SCMS Services to maintain the confidentiality, integrity, availability, and security of Non-Public ISC Data and other ISC Data. The Level 3 Baseline Controls spreadsheet is different than, and in addition to, the “Attachment 7 – Vendor Security Requirements Questionnaire” that all Offerors must submit as part of their Proposals. Offeror must keep their Proposal firm

and binding until sixty (60) days after the Level 3 Baseline Controls spreadsheet is completed and accepted.

- 5.9.2.If, after thirty (30) working days from the start of pre-contracting clarification discussions and provision of the Level 3 Baseline Controls spreadsheet, ISC and an Offeror are not able to reach agreement on the SIIP or Offeror is unable to complete the Level 3 Baseline Controls spreadsheet to ISC's satisfaction in ISC's sole discretion, the ISC may terminate discussions and find the Offeror non-responsive. ISC will then deem the next highest-ranking Offeror and enter pre-contracting clarifications discussions and a Level 3 Baseline Controls security requirements check with them.
- 5.9.3.ISC will not be liable for any Offeror costs associated with pre-contracting clarification discussions or Level 3 Baseline Controls security requirements check.
- 5.9.4.ISC reserves the right to extend the time for the pre-contracting clarification discussion and Level 3 Baseline Controls security requirements check period should the ISC determine it to be in its best interest.

5.10. Contract

- 5.10.1. Any ensuing contractual relationship between ISC and Contractor will be governed by the Contract attached hereto as Appendix A. Except as otherwise permitted in this RFP and accepted by ISC, no additional or supplemental terms and conditions submitted by the Offeror as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this RFP and any ensuing contractual relationship. If Offeror condition their Proposal on such additional terms and conditions, their Proposal will be deemed nonresponsive. IF OFFEROR HAS QUESTIONS OR CONCERNS REGARDING THE CONTRACT, OFFEROR MUST ADDRESS THEM IN WRITING AS PROVIDED IN SECTIONS 2.2 and 2.3.

- 5.10.2. By submitting a Proposal, Offeror represents that it accepts and is willing to comply with the requirements of this RFP and sign the Contract attached to this RFP as Appendix A, except for those modifications or exceptions identified on Attachment 2 in compliance with Section 2.3 of this RFP.

- 5.10.3. The Contract is not effective until the authorized representatives of the selected Offeror and ISC have signed the Contract (which signatures may be electronic). The selected Offeror shall not provide SCMS Services until the Contract has become effective. Furthermore, ISC is in no way responsible for reimbursing the selected Offeror for SCMS Services provided prior to Contract execution and the arrival of the effective date of the Contract.

5.11. Rejection of Bids and Proposals and Cancellation of RFP

- 5.11.1. Prior to the issuance of a Contract, ISC shall have the right to accept or reject all or any part of a Proposal when: (i) it is in the best interests of ISC; (ii) the Proposal does not meet the minimum specifications; (iii) the Proposal is not the highest ranked Proposal; (iv) a finding is made based upon available evidence that an Offeror is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the goods or services offered deviate to a major degree from the specifications, as determined by ISC (minor deviations, as determined by the ISC, may be accepted as substantially meeting the RFP requirements).

5.11.2. Prior to the issuance of a Contract, ISC shall have the right to reject all Proposals, or to cancel this RFP entirely, for any reason whatsoever or no reason at all. Reasons that may lead to the ISC rejecting all Proposals or cancelling this RFP entirely include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) SCMS Services are no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Proposals were not independently arrived at or were submitted in bad faith; (vii) it is determined that not all requirements of the RFP process were met; (viii) insufficient competition; or (ix) it is in the best interests of ISC.

6 MANDATORY SUBMISSION REQUIREMENTS

The Technical Proposal begins with the mandatory items identified in this list and the following sections.

NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY. OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.

- ☐ (M) Signature Page: Complete, sign, and submit **Attachment 3 - Signature Page**. Your Signature Page should be included at the FRONT of your Technical Proposal.
- ☐ (M) Cover Form: Complete, sign, and submit **Attachment 4 - Cover Form**.
- ☐ (M) Acknowledgement of Addenda If addenda are issued for this RFP, the Offeror must acknowledge each addendum with a signature on the acknowledgement form provided with each addendum. Failure to return a signed copy of each addendum acknowledgement form with the Proposal may result in the Proposal being found non-responsive.
- ☐ **Section 7:** Provide responses to all (M), (ME) and (E) sections, and all other required submittal items.
- ☐ **Section 8:** Provide responses to all (M), (ME) and (E) sections, and all other required submittal items.
- ☐ **Section 9:** Provide responses to all (M), (ME) and (E) sections, and all other required submittal items.
- ☐ (ME) Cost Proposal: Provide your cost information on the form provided in **Attachment 5 - Cost Proposal**. Submit the Cost Proposal in a separate file.
- ☐ Redacted copy of Technical Proposal and list of redactions made pursuant to Idaho Court Administrative Rule 32, as detailed in **Section 3.3**.
- ☐ Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a Contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

7 BUSINESS INFORMATION

7.1. (ME) Business Profile

Provide a profile of Offeror's business including Offeror's business history, how the business is organized (e.g. organized as LLC in Idaho, organized as corporation in Delaware, wholly owned subsidiary of named parent company, etc.), description of current service area, description of the Offeror's operations (e.g. facilities, objectives, etc.), and a description of the Offeror's customer base. Provide the total number of its employees, and the number of direct staff supporting the SCMS Services.

7.2. (ME) Experience

Describe in detail your knowledge and experience to successfully provide the SCMS Services required in this RFP, including the number of years the Offeror has been providing the SCMS Services required in this RFP. Describe in detail your experience in managing, engineering, and providing the SCMS Services to other large commercial or government customers of similar size and scope.

7.3. (M) Organizational Chart

Provide a copy of your organizational chart, including detail of any relationships with parent and subsidiary organizations.

7.4. (ME) Demonstrated Success

Provide specific data demonstrating previous success with implementing and providing SCMS Services of a type similar to that which ISC is requesting.

7.5. (E) Customer Satisfaction

Over the last ten (10) years, approximately what percentage of customers have chosen to remain with Offeror when given an option (e.g. exercising option renewals, extending agreements, selecting Offeror again upon re-solicitation, etc.).

7.6. (M) References

Provide a minimum of three (3) trade references including names of persons who may be contacted, their positions, addresses, and phone numbers where SCMS Services similar in scope to the requirements of this RFP have been provided.

8 ORGANIZATION AND STAFFING

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

8.1. (ME) Account Management

Each Offeror receiving a contract must assign an account manager and service manager through whom all ongoing billing, support, maintenance, outages and escalations will be coordinated. Provide a description of the proposed account manager and service manager's experience and qualifications, and provide their names, phone numbers, and e-mail addresses. You may include the submission of resumes in response to this section. These representatives should be available during typical business hours, Monday through Friday, 8:00 a.m. to 6:00 p.m. (Mountain Time). The account manager and service

manager will be completely responsible for all billing, support, maintenance, outages and escalations for SCMCS awarded.

Submit an escalation chart in the event the representative is unavailable or is unable to address issues. The escalation chart will include the names, titles, telephone numbers, e-mail addresses and mailing addresses for each escalation contact.

The Offeror will keep this information current throughout the initial term of the Contract, and all subsequent renewal terms (if any).

8.2. (ME) Project Lead

Identify the person who will be the dedicated Project Lead if Offeror is awarded the Contract. Provide a description of the proposed Project Lead's experience and qualifications. You may submit a resume in response to this section.

8.3. (ME) Other Key Personnel and Qualifications

Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract (in addition to the Account Manager). Please include the experience and qualifications of any additional representative who will be assigned to this Contract. Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the delivery of SCMS. **Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.**

8.4. (M) Subcontractors

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. NOTE: The information provided for subcontractors, if any, will be evaluated as part of **Section 8.3, Other Key Personnel and Qualifications.**

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

9 SCOPE OF WORK

All sections of the Scope of Work are required contract services. Use this Proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your Proposal based on the responses and the completeness of the response to each item listed below. You must describe in detail how you will meet each requirement marked (M) or (ME) below. Include personnel, proposed timelines, methods, and any pertinent information that will be required from the ISC in order to achieve full compliance with all tasks and deliverables.

9.1 (ME) Specifications

Describe in detail how Offeror's SCMS will meet each of the following requirements.

- 9.1.1. The ISC seeks proposals from qualified vendors to provide a new cloud-based supervision case management software ("SCMS") for Pre-trial, Probation, and Treatment Courts in all of Idaho's 44 counties.
- 9.1.2. Proposed SCMS must be originally configured to capture necessary data points for Treatment Courts, Probation, and Pre-trial best practices, and configurable to specific requirements of the AOC.
- 9.1.3. Proposed SCMS must be SaaS with secure hosting, redundancy, minimal down time, and functional in rural and frontier communities with varying service speeds.
- 9.1.4. Vendor will describe the SaaS storage capability and base amounts of storage included with the Annual SaaS Fees.
- 9.1.5. Specify the recommended technical environment, including hardware and software, required by the proposed SCMS.
- 9.1.6. Compatibility across web browsers, including Microsoft Edge, Google Chrome, and Safari.
- 9.1.7. Compatibility across devices, including desktops, laptops, tablets, phones, etc.
- 9.1.8. Ability to align with court processes reflecting the Idaho Adult Treatment Court Best Practice Standards Vol I and II, available at <http://isc.idaho.gov/solve-court/home>.
- 9.1.9. Ability to integrate with GPS tracking technology for Pre-Trial defendants, Probationers/Participants.
- 9.1.10. Ability to integrate with LSI-R (MHS), existing outside drug testing companies, electronic monitoring services, screening, treatment records, case planning solutions, and Pre-trial defendants/Probationer/participant/staff safety and compliance applications, and other court applications.
- 9.1.11. Ability to integrate with Tyler Technologies Odyssey on-premise solution and Tyler Technologies Enterprise Justice SaaS solution for an automatic case creation into the SCMS and to view other court information. The ISC currently utilizes Tyler Technologies Odyssey for court case management, and may be migrating its Tyler Technologies Odyssey to Tyler Technologies Enterprise Justice SaaS solution for court case management.
- 9.1.12. Describe the system's architecture and provide diagrams if possible.

9.2. (ME) Functionality

Describe in detail how Offeror's SCMS will meet each of the following requirements.

- 9.2.1. Capability to collect basic performance data on all Treatment Courts with expansion capacity to accommodate new, model, and innovations and emerging best practices unrelated to the traditional drug court model.
- 9.2.2. Configurability to the Treatment Court model by location, court, and type of court.
- 9.2.3. AOC staff must have the ability to create, and will be responsible for creating and maintaining, user accounts including user ID's and assigned roles. Users must have the ability to change individual user accounts passwords.
- 9.2.4. User account security and access to the SCMS and its functions must be at the AOC, Program, court, and role levels.

- 9.2.5. Ability to scale up or down the number of users in the system.
- 9.2.6. There must be no limit to the number of Pre-trial defendants, Probationers, or Participants whose information can be in the system at any given time.
- 9.2.7. Explain your configuration maintenance at the state level, local, user, etc.
- 9.2.8. Explain ability for state level to maintain options available via drop down lists.
- 9.2.9. Dashboard view of Treatment Courts and Programs by Probationers, Pre-Trial defendants, and treatment court Participants with appropriate filters.
- 9.2.10. Assignment of participant to court staff (i.e. judge, coordinator, case manager, treatment provider, counselor, law enforcement, Probation officer, and other team members).
- 9.2.11. Intuitive case set-up and management with non-duplicative data entry and ease of navigation.
- 9.2.12. User and staff notification of required action triggered by prior activity regarding a Program or court participant, including anticipated time to complete.
- 9.2.13. An event calendar.
- 9.2.14. Ability to enhance the efficiency of end users and compliment the coordination of data collection and information sharing among Programs and court types.
- 9.2.15. Ability to capture the referral source of Treatment Court Participants.
- 9.2.16. Ability to track disposition of Treatment Court participant referrals (i.e. screened, accepted, rejected, and reasons for acceptance or rejection).
- 9.2.17. Document management with the ability to scan and upload external documents and associate external documents to records.
- 9.2.18. Ability to transfer participant between Treatment Courts.
- 9.2.19. Ability to apply the same activity to a group of Participants in a group, bulk, or batch action (e.g. assign drug testing color, group treatment notes, other notes, etc.).
- 9.2.20. Ability to assign mandatory data fields.
- 9.2.21. Ability to include a participant photo.
- 9.2.22. Ability to capture participant demographics, date of birth, age, gender, race, ethnicity, marital status, and other identified minimum data elements.
- 9.2.23. Ability to capture physical attributes including eye and hair color, height, weight, and distinctive markings (e.g. tattoos, etc.).
- 9.2.24. Ability to capture driver's license number with state issued.
- 9.2.25. Ability to capture participant contact information.
- 9.2.26. Ability to capture court-ordered conditions.
- 9.2.27. Ability to capture military service.
- 9.2.28. Ability to track education history, including, but not limited to, schools attended, certifications and diplomas acquired, and hours completed toward a GED.
- 9.2.29. Ability to track employment history by type, employer, and salary information.
- 9.2.30. Ability to track criminal history, including, but not limited to, charges, Probation officer, status of felony and misdemeanor cases, age of first arrest, and charge disposition upon participant's exit.

- 9.2.31. Ability to track clinical history, including, but not limited to drug use, frequency of drug use, age at onset of drug use, diagnoses of substance abuse and mental health issues, prior treatment episodes, and prior Treatment Court participation.
- 9.2.32. Ability to track medical history, including, but not limited to, communicable diseases, prescribed medicines, health insurance, medical exams, and Medicaid eligibility.
- 9.2.33. Ability to track participant's contacts, including, but not limited to, living circumstances, positive and negative social ties, arrest history of household members, and emergency contacts.
- 9.2.34. Ability to track funding sources, including, but not limited to, supplemental security income, Medicaid eligibility, Medicare eligibility.
- 9.2.35. Ability to capture information regarding children, custody status, and child support (paying or receiving).
- 9.2.36. Ability to track pregnancies while participating, including if the baby is born dependent on drugs or not.
- 9.2.37. Ability to assign a drug test color or other methods used as a random drug test-scheduling tool.
- 9.2.38. Ability to track drug screen history, including, but not limited to, test date, drugs tested, drug test type, results, numeric values, and cut-off levels.
- 9.2.39. Ability for AOC to configure other screeners and assessments.
- 9.2.40. Ability for case planning, including, but not limited to, objectives, goals, methods, completion status, and discharge status.
- 9.2.41. Ability to track treatment sessions for a single participant and as a group action for group attendees, including, but not limited to, date, length, session type and modality, attendance of participant and others, and session description.
- 9.2.42. Ability to track treatment billing by service type, units, and hours.
- 9.2.43. Ability to track and integrate court fees by type and payment. For the avoidance of doubt, ISC is NOT requiring the SCMS to actually process payment of court fees, as payments are currently made using another system that will remain in place.
- 9.2.44. Ability to track non-court-ordered payments in Probation and Pre-Trial offices.
- 9.2.45. Ability to track community service, including, but not limited to, location, hours assigned, hours completed, and whether the community service was a court-ordered condition vs. a court-ordered sanction.
- 9.2.46. Ability to track incentives awarded and sanctions imposed and the reasons for each.
- 9.2.47. Ability to track jail days, including discretionary jail days, and the reason for service of the jail days.
- 9.2.48. Ability to track curfew and house arrests.
- 9.2.49. Ability to track Sheriff Inmate Labor Detail days.
- 9.2.50. Ability to document in chronological order staffing and court hearings, including, but not limited to, staff recommendations for responses to behavior and staff notes, contacts, and other pertinent information.
- 9.2.51. Ability to track results of Treatment Court hearings following a staffing, including, but not limited to, court responses to behavior, phase promotion or demotion, graduation or

termination, sanctions, incentives, and therapeutic adjustments. Ideally, this would all be completed at one location within the SCMS.

- 9.2.52. Provide a secure means for team communication (e.g. a secure chat or messenger).
- 9.2.53. Ability to track individual progress, including, but not limited to, phase promotion or demotion, treatment completion or exit, exit status type, and reason for exit.
- 9.2.54. Ability to track negative drug use days.
- 9.2.55. Ability to integrate with communication technology to send texts, emails, etc., to team, Pre-Trial defendants, Probationers, and Participants.
- 9.2.56. Ability to provide a hosted and secure multi-user collaborative space for sharing documents (e.g. policy and procedures), information, training resources, etc.
- 9.2.57. Ability to survey Participants and team members and analyze results.
- 9.2.58. Ability to provide a mobile Pre-Trial defendants, Probationer/participant portal/dashboard with progress reports, reminders, schedule, treatment plan, treatment goals, messages health metrics, etc.

9.3. (ME) Reporting and Data Analytics

Describe in detail how Offeror's SCMS will meet each of the following requirements.

- 9.3.1. Reporting capabilities that allow for aggregation within the SCMS, and across court types, Program, as well as at the statewide level within the AOC.
- 9.3.2. Capacity to report data quality with degree and consistency of adherence to data entry requirements for Treatment Court, Probation and Pre-Trial services by court and Program type with data aggregated at the court, district, and state levels.
- 9.3.3. There should be at least three levels of reporting. First, for AOC administrative staff to facilitate reporting from all SCMS Programs and courts. Second, for district leadership and supervisors. Third, restricted by SCMS court, Program, or staff member.
- 9.3.4. Ability for ad hoc or canned (i.e. standard) reports to be exported to formats including Microsoft Excel, Word, csv, and pdf.
- 9.3.5. Ability to customize data elements within ad hoc reports.
- 9.3.6. Ability to generate ad hoc reports and user friendly analytics, including aggregating data for Treatment Courts, Probation, and Pre-Trial services across court types, districts, counties, and at a statewide level.
- 9.3.7. Ability to generate reports for an individual participant or group of Participants, selected from a participant list (e.g. all drug test results for one individual within a designated time).
- 9.3.8. Ability to generate a participant roster by Program, court, staff person, caseload, status, phase, gender, etc.
- 9.3.9. Ability to generate a customizable participant staffing report that could include: participant photo, name, date of birth, age, phase and date entered phase, coordinator/Probation officer, current education and employment status, drug of choice, most recent drug tests, most recent incentives awarded and sanctions imposed, prior court hearing date and associated court report, curfew imposed, fee balance, community service hours outstanding, treatment plan type, treatment counselor, and staff recommendations.

- 9.3.10. Ability to generate reports of results from screenings or assessments (e.g. LSI-R, Public Safety Assessment, Virginia Pre-Trial Risk Assessment Instrument, etc.).
- 9.3.11. Ability to provide data quality reports focused on increasing the quality of the data entered per individual.
- 9.3.12. Ability to generate a report to measure data specific processes associated with best practice standards (e.g. drug testing frequency, average length of hearings, etc.).
- 9.3.13. Ability to move all data from system to perform external evaluations.
- 9.3.14. Ability to generate interactive data visualization for teams and other stakeholders for decision making.

9.4. (ME) Forms

Describe in detail how Offeror's SCMS will meet each of the following requirements.

- 9.4.1. Allow for efficient production of a variety of printed forms using court information from the SCMS database.
- 9.4.2. Please describe in detail the forms Offeror's SCMS can produce.

9.5. (ME) Support and Maintenance

Describe in detail your support and maintenance plan for the SCMS, to include the following requirements:

- 9.5.1. Offeror must provide all support for hardware and software applications, including all installations, repairs, replacements, upgrades, drivers, and updates.
- 9.5.2. Offeror must provide system updates and new functionality releases.
- 9.5.3. Offeror must describe the process for communicating and implementing platform changes and upgrades, installations, repairs, replacements, drivers, and updates, including how these are delivered and how these impact the fee arrangements, including additional training and validation of these.
- 9.5.4. Support incident notification based on severity level.
- 9.5.5. Offeror must have and provide Service Level Guarantees for the SCMS.
- 9.5.6. Please supply a support matrix for hardware, Software and OS's.
- 9.5.7. Please describe your support model types (email, remote system attachment, phone, online knowledge base, or articles).
- 9.5.8. Please describe your escalation process for issues not otherwise successfully resolved through Offeror's support and maintenance processes.
- 9.5.9. Do you have a remediation process or provide professional services to address vulnerability or major security incidents?

9.6. (ME) Implementation

Describe in detail how Offeror will meet each of the following requirements.

- 9.6.1. Offeror must perform all tasks necessary to implement the SCMS including, but not limited to:

- 9.6.1.1. Provide, configure, install, and test the new SCMS.
- 9.6.1.2. Provide a full conversion and migration from ISC's current SCMS to the new SCMS, including mapping, cross-walking of data, data clean up, and reconciliation of data.
- 9.6.1.3. Provide complete user, operation, and system documentation for the new SCMS.
- 9.6.1.4. Provide a Project Lead for the implementation.
- 9.6.1.5. Provide a complete outline (i.e. roadmap) of the implementation process from project initiation to final go-live that includes explanations of what Offeror will provide and what ISC is expected to provide.

9.7. (ME) Training (During and Post Implementation)

Describe in detail the training being offered by Offeror.

- 9.7.1. Offeror must provide onsite training for statewide, administrative/clerical staff, and IT staff in its operation, functions, and capabilities.
- 9.7.2. Offeror must provide train-the-trainer instructions for staff to prepare them to train end-users.
- 9.7.3. Offeror must provide end-user documentation and training materials that can be used to conduct training.

9.8. (ME) Security and Compliance Requirements

Describe in detail how the SCMS meets each of the following requirements.

- 9.8.1. Offeror must comply with the ISC's Terms and Conditions for Cloud-Based Services, attached hereto as Attachment 6, and which is also attached to the Contract.
- 9.8.2. Offeror must complete the Vendor Security Requirements Questionnaire, attached hereto as Attachment 7, and include the completed questionnaire as part of Section 9 of its Proposal. ISC will evaluate Offeror's responses as part of ISC's evaluation of Section 9 of Offeror's Proposal.
- 9.8.3. Offeror must validate that during the installation and/or setup of the SCMS, all vendor-support default passwords will be changed.
- 9.8.4. Offeror must validate that any patching and/or updates to the SCMS will be conducted by the Offeror, in coordination with and the approval of the Idaho Courts.
- 9.8.5. Offeror must describe any remote access requirements to support the SCMS.
- 9.8.6. Offeror must acknowledge they will adhere to any existing and/or future remote access policies established for the Idaho Courts.
- 9.8.7. Offeror must describe their monitoring processes for suspicious activities.
- 9.8.8. Offeror must describe their monitoring processes for Data Breaches.
- 9.8.9. Offeror must describe their support to the Idaho Courts and their constituents in the event of a Data Breach.
- 9.8.10. Offeror must describe insurance carried to cover Data Breaches related to their SCMS.

9.8.11. Offeror must confirm they will issue Data Breach notifications to all persons whose Personal ISC Data was part of a Data Breach. Offeror must confirm they will be wholly responsible for all costs associated with these Data Breach notifications.

9.9. (ME) Other Services Offered

Please describe the full suite of capabilities that your SCMS offers, including, but not limited to:

9.9.1. The level of integration the SCMS may provide the Idaho Courts systems (e.g., API capability, Tyler Technologies Odyssey on-premise solution and Tyler Technologies Enterprise Justice SaaS solution for court case management, etc.).

9.9.2. Ability to interface with other applications in the future.

ATTACHMENT 1 – OFFEROR QUESTIONS

RFP 2023-03 Supervision Case Management Software (SCMS)

Instructions:

DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to Contract, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for ISC’s use only.
4. Once completed, this form is to be e-mailed to the RFP Lead at RFP-2023-03@idcourts.net. The e-mail subject line is to state the RFP number followed by “Questions.”

RFP 2023-03 Supervision Case Management Software

Question	RFP Section	RFP Page	Question	Response
1				
2				
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Question	RFP Section	RFP Page	Question	Response
16				
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ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM

RFP 2023-03 Supervision Case Management Software (SCMS)

Instructions: Complete this form and submit with your Proposal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Contract). See RFP **Section 2.3** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.3.1**.

The determination of materiality will be made at ISC’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of ISC, and as otherwise provided in RFP **Section 2.3.4**.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception

ATTACHMENT 3 – SIGNATURE PAGE

RFP 2023-03 Supervision Case Management Software (SCMS)

Offeror's Proposal is submitted in accordance with the Instructions to RFP 2023-03 Supervision Case Management Software (SCMS), including all attachments, exhibits, and addenda. Offeror accepts and is willing to comply with all requirements associated with this RFP, other than any modifications or exceptions requested on Attachment 2 pursuant to Section 2.3 of the RFP. Offeror affirms that the Proposal is firm and binding until sixty (60) days after the Level 3 Baseline Controls spreadsheet is completed and accepted as described in Section 5.9 of the RFP.

As the undersigned, I certify I am authorized to sign and submit this Proposal on behalf of Offeror. I recognize and acknowledge that I am also responsible for reviewing and acknowledging each addendum with a signature on the acknowledgement form provided with each addendum.

Failure to return a signed copy of this signature page and each addendum with the Proposal may result in the Proposal being found non-responsive.

Offeror Name: _____

Offeror Address: _____

City, State, Zip: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

ATTACHMENT 4 – COVER FORM

RFP 2023-03 Supervision Case Management Software (SCMS)

(M) Attachment 4 – Cover Form must be completed, signed, and submitted with your Proposal. Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

Instructions: The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror's company name, mailing address, phone number, fax number, e-mail address, and name of Offeror's authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror's corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror's Tax Identification Number	EIN:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 2, in compliance with Section 2.3 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and sign the Contract attached to this RFP as Appendix A?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror understand and agree that for breach or violation of the above term, ISC has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the	<input type="checkbox"/> Yes <input type="checkbox"/> No

amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	
Firm(s) and/or staff responsible for writing the Proposal.	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding until sixty (60) days after the Level 3 Baseline Controls spreadsheet is completed and accepted as described in Section 5.9.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed By: _____

Printed Name:

Title: _____

Date: _____

ATTACHMENT 5 – COST PROPOSAL

RFP 2023-03 Supervision Case Management Software (SCMS)

(ME) Attachment 5 – Cost Proposal must be completed and submitted as part of your Proposal.

The Offeror must provide a fee schedule for the SCMS Services described in the RFP that meets the following requirements.

A. Proposed Annual SaaS Fees:

Offeror's SaaS Fees must be offered in at least one of the following three pricing models:

1. A per-user/per-year basis (e.g. \$30/per-year per-user),
2. A tiered pricing per-year based on the total number of users (e.g. \$300/per-year for 1-10 users, \$600/per-year for 11-20 users, etc.), or
3. A fixed annual fee that includes unlimited user groups and unlimited users (e.g. \$100,000 per year for unlimited user groups and unlimited users).

Offeror must provide pricing for at least five (5) years, and must guarantee its pricing for those years. No increases to the SaaS Fees are allowed during the first five (5) years.

Proposed Fee Increases after Year 5. ISC is a state government entity on a state government budget cycle, with a fiscal year of July 1 through June 30. Offeror must provide ISC with written notice of any request to increase annual fees for SaaS Fees no later than the February 1 of the year before the fiscal year in which such increase would take effect. For example, if Offeror desires an increase for the fiscal year beginning July 1, 2028, Offeror must provide the request to the ISC no later than February 1, 2028. Any request for an increase shall not exceed the Consumer Price Index (CPI) for the then-current year or 3%, whichever is less.

Offeror must indicate whether the proposed annual SaaS Fees also cover the cost of any support, maintenance, implementation, training, and storage, or whether such costs are separate and in addition to the annual SaaS fees.

SaaS Fees shall begin to accrue after ISC has tested and accepted the implementation pursuant to the terms of the Contract. Such fees shall be invoiced annually and paid pursuant to the terms of the Contract. Year 1 SaaS Fees shall be adjusted pro rata from the date ISC has accepted the implementation through the date of the expiration of the one (1) year initial term. For example, if the implementation is complete and accepted on the 100th day of the one (1) year initial term, the actual SaaS Fees ISC will owe for Year 1 shall be $(265/365) \times \text{Year 1 SaaS Fees}$.

B. Proposed Fixed-Price Cost for Support and Maintenance (if any):

1. Year 1 \$ _____
2. Year 2 \$ _____
3. Year 3 \$ _____
4. Year 4 \$ _____

5. Year 5 \$ _____

Separate Support and Maintenance costs, if any, shall begin to accrue after ISC has tested and accepted the implementation pursuant to the terms of the Contract. Such costs shall be invoiced annually and paid pursuant to the terms of the Contract. Year 1 costs shall be adjusted pro rata from the date ISC has accepted the implementation through the date of the expiration of the one (1) year initial term. For example, if the implementation is complete and accepted on the 100th day of the one (1) year initial term, the actual Support and Maintenance costs ISC will owe for Year 1 shall be $(265/365) \times$ Year 1 Support and Maintenance costs.

If Offeror is proposing Support and Maintenance costs, Offeror must provide pricing for at least five (5) years, and must guarantee its pricing for those years. No increases to the Support and Maintenance Fees are allowed during the first five (5) years.

Proposed Fee Increases after Year 5. ISC is a state government entity on a state government budget cycle, with a fiscal year of July 1 through June 30. Offeror must provide ISC with written notice of any request to increase annual fees for Support and Maintenance Fees no later than the February 1 of the year before the fiscal year in which such increase would take effect. For example, if Offeror desires an increase for the fiscal year beginning July 1, 2028, Offeror must provide the request to the ISC no later than February 1, 2028. Any request for an increase shall not exceed the Consumer Price Index (CPI) for the then-current year or 3%, whichever is less.

C. Proposed Fixed-Price Cost for Implementation (if any):

1. \$ _____. Separate Implementation costs, if any, shall be invoiced and paid after ISC has tested and accepted the implementation pursuant to the terms of the Contract.

D. Proposed Fixed-Price Cost for Training (if any):

1. \$ _____. Separate Training costs, if any, shall be invoiced monthly based on what training was completed the previous month.

E. Proposed costs for storage capacity above any amount included as part of the annual SaaS Fees (if any).

1. \$ _____ per TB per year. Offeror shall indicate whether such costs are one-time costs or paid per year. If such costs are paid per year, such costs shall be invoiced annually and paid pursuant to the terms of the Contract.

F. Proposed Additional Costs (if any):

1. If the Offeror intends to charge for services not appearing on the list provided by ISC, the Offeror shall list those services along with the price for each. Offeror shall not charge for any fees that it does not include in the Cost Proposal.

Description	Cost

Offeror warrants that, for the term of the Contract, the prices and discounts set out in Attachment 5 – Cost Proposal, including any subsequent agreed amendment, will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Offeror sells equivalent services, items of equipment and materials.

That price-plus-discount equivalence is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

If, at any time, Offeror's best pricing for equivalent services, items of equipment, and materials is lower than the pricing provided in the Cost Proposal, Offeror agrees to adjust the pricing provided in the Cost Proposal to match the Offeror's best pricing for all sales made after the date when the Contractor's best pricing was lower than the pricing provided in the Cost Proposal. If Offeror does adjust pricing lower, Offeror will provide explanation.

Pricing included on this Attachment will be considered all-inclusive, and Offeror will be able to charge, bill, or invoice ISC only those fees, costs, expenses, overhead, profit, taxes, etc. listed on this Attachment. Prices shown shall be incorporated into the Contract and will be effective for the duration of the Contract as specified in this RFP. Vague references to fees based on "managerial discretion" or "competition" are not acceptable.

No Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the Proposal Submission Deadline, no price change will be allowed. All Proposals must be in U.S. Dollars.

Company Name: _____

Name of Individual submitting proposal: _____

Phone: _____ Fax: _____

E-mail: _____

ATTACHMENT 6 – TERMS AND CONDITIONS FOR CLOUD-BASED SERVICES

RFP 2023-03 Supervision Case Management System (SCMS)

Please review the Terms and Conditions for Cloud-Based Services located at <https://isc.idaho.gov/procurement/2023-03>.

ATTACHMENT 7 – VENDOR SECURITY REQUIREMENTS QUESTIONNAIRE

RFP 2023-03 Supervision Case Management System (SCMS)

Please review the Vendor Security Requirements Questionnaire located at
<https://isc.idaho.gov/procurement/2023-03>.

APPENDIX A – CONTRACT

RFP 2023-03 Supervision Case Management Software (SCMS)

Please review the Contract located at <https://isc.idaho.gov/procurement/2023-03>.