STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

REQUEST FOR PROPOSALS
FOR
MOBILE DEVICE MANAGEMENT/MOBILE APPLICATION STORE (MDM-MAS)

RFP # 31701-03087

April 28, 2014

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1. INTRODUCTION

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

1.1.1. The State intends to procure an enterprise-level integrated Mobile Device Manager and Mobile Application Store (MDM-MAS) capability including the technical support to install, training for State administrators, and provide technical support for the product. The solution will be designed to support a minimum of 6,000 devices, with the potential of 20,000 mobile devices by the end of the contract. Mobile devices will include State owned and bring-your-own-device (BYOD). (Please note that the numbers above are only estimates and in no way constitute a guarantee of the volume of business.)

1.1.2. The required solution shall be a cloud hosted solution. The State defines "cloud hosted solution" as an MDM-MAS solution in which the mobile device client licenses are purchased by the State but all core MDM-MAS hardware and software (other than State owned applications) is owned and hosted by the vendor. This model offers MDM-MAS in a SaaS (Software as a Service) model.

1.1.3. The MDM capability will provide the mobile device and user level controls necessary to enforce security policies within and for the use of the mobile device. The MDM institutes the policy, security, and permissions that define the functions enabled on the mobile device. A unified MDM architecture secures, monitors, manages, and supports accredited mobile devices across the State's environments. The MDM implements integrity checking and policy control of the devices. MDM also supports over-the-air electronic software distribution of MDM agents, applications, remote data-wipe capabilities, remote device configuration management, asset/property management capabilities, and protects against data compromise. In addition, the MDM provides the administrative and operational interfaces required to operate and assure the network for mobile devices. Data at rest encryption, data in transit encryption (VPN), and secure applications are included in the requirements for this solution.

1.1.4. The MAS capability is an online digital electronic software distribution system that is part of the MDM-MAS solution. Working in coordination with the MDM, the MAS can deliver, update, and delete applications on the mobile device without the mobile device user having to return the device for service. The objective of a MAS is to optimize the functionality and distribution of mobile applications to mobile devices while minimizing replication, cost, and downtime.

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

The RFP Attachment 6.8., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *Pro Forma* contract substantially represents the contract document that the successful Proposer <u>must</u> sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31701-03087

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Travis Johnson
State of Tennessee
Data Center North (DCN)
901 5th Avenue North
Nashville, TN 37243
Tele: 615.741.5727
travis.johnson@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

David Sledge
Title VI Coordinator
Tennessee Department of Finance and Administration
Human Resource Office
21st Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615-532-4595
Fax: 615-741-3470
E-mail: David.Sledge@TN.gov

1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.

1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.

1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Handicap or Disability

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.8., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Conference Room D
(BA_TT_3.108_D)
3rd floor Training Center
312 Rosa L Parks Ave
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions, however potential proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers as indicated in RFP Section 1.4.6 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		April 28, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	May 1, 2014
3. Pre-proposal Conference	2:00 p.m.	May 8, 2014
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 9, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 14, 2014
6. State Response to Written "Questions & Comments"		June 2, 2014
7. Proposal Deadline	2:00 p.m.	June 9, 2014
8. State Completion of Technical Proposal Evaluations		June 25, 2014
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 26, 2014
10. Negotiations (Optional)		
11. State Schedules Proposer Oral Presentation		June 27 – June 30, 2014
12. Proposer Oral Presentation		July 8 – July 11, 2014
13. State Completion of Oral Presentation Evaluations		July 14, 2014
14. State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	July 17, 2014
15. Contract Signing		July 29, 2014
16. Contractor Contract Signature Deadline	2:00 p.m.	August 5, 2014

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

3.1.1. **Technical Proposal**. The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:

a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or

b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

"RFP # 31701-03087 TECHNICAL PROPOSAL ORIGINAL"

and seven (7) copies of the Technical Proposal each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

"RFP # 31701-03087 TECHNICAL PROPOSAL COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 31701-03087 COST PROPOSAL ORIGINAL"

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

"RFP # 31701-03087 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 31701-03087 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 31701-03087 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 31701-03087 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Travis Johnson
State of Tennessee
Data Center North (DCN)
901 5th Avenue North
Nashville, TN 37243
615-741-5727

3.3. **Proposal & Proposer Prohibitions**

3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.3. A proposal must not propose alternate services (*i.e*., offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.

3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.

3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.

3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.

3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;

b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.8. **Disclosure of Proposal Contents**

4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.8., *Pro Forma* Contract, Section C).

4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

Notwithstanding the foregoing, *Pro Forma* contract section A.17 provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Contract Parties.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, an oral presentation, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**20**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**40**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**
Oral Presentation (refer to RFP Attachment 6.4)	**10**

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

a. the proposal adequately meets requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this

RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination. Note that this review does not include the Technical Proposal score sheets or scoring results produced by individual Evaluation Team members. At this stage, no Evaluation Team member will have knowledge of any other Evaluation Team member's scoring documentation or results.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.2.1. The RFP coordinator will not disclose any of the scoring results to Evaluation Team members, Subject Matter Experts, or any other individual capable of affecting the scoring process directly or indirectly. Only the RFP coordinator and non-scoring staff members who are assisting the RFP coordinator will have access to the scoring results.

5.2.3. **Clarifications and Negotiations**: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications**: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations**: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations**: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best

evaluated Respondent.

5.2.4. **Determination of Oral Presentation Participants.** For each Proposer, the RFP Coordinator will calculate the sum of the Technical Proposal score and the Cost Proposal score. This score will determine which Proposers are qualified to proceed to the Oral Presentation phase.

5.2.4.1. The Proposers with the top three (3) combined Technical and Cost Proposal scores will proceed to the Oral Presentation phase.

5.2.4.2. In addition to the "top three," any other Proposer whose Technical/Cost total score would put them within 10 points of tying or exceeding the lowest-scored "top-three" proposer will also proceed to the Oral Presentation round. The reason for including within the "Viable Scoring Range" any Proposer within 10 points of lowest-scored top-three Proposer is that the Oral Presentation is worth 10 points; therefore it is possible that a vendor whose scores fall outside of the top three could exceed or tie a top-three vendor with a sufficiently strong Oral Presentation performance.

5.2.4.3. The State will remove all other Proposers from consideration for award. All Proposers will be notified as to whether or not they are qualified for Oral Presentations. Scores and other evaluation documentation will be available during the Public Inspection Period (please refer to Schedule of Events).

5.2.4.4. The State will not re-score the Technical Proposals after the Oral Presentations; the initial Technical Proposal score will stand in the final scoring.

5.2.4.5. In the event that any Proposer(s) is (are) not being considered for award due to failure to score within the Viable Scoring Range, the State will remove the Proposer(s)' Cost Proposal scores from the field and re-calculate the Cost Proposal scores using the Cost Proposal amounts from the remaining qualified Proposers. This is done to correct the skewing effect that would be introduced by calculating Cost Proposal scores using a disqualified Proposer's costs. However, note that the list of Proposers in the Viable Scoring Range will **not** change as a result of the re-calculations.

5.2.5. **Oral Presentation**.The State will invite each Proposer that has qualified through the process described above to present its Mobile Device Management solution before the RFP Evaluation Team. The presentation time period will be limited to two and a half (2 ½) consecutive hours on a single day, with appropriate time taken for breaks. Each Proposer will be given the same amount of time for its presentation.

5.2.5.1. **Scheduling**. The RFP Coordinator will randomly schedule Proposer presentations during the period indicated by the RFP Section 2, Schedule of Events. Random scheduling precludes any consideration of Proposer time or date scheduling preferences or related requests. When the Proposer presentation schedule has been determined, the RFP Coordinator will contact Proposers with the relevant information as indicated by the RFP Section 2, Schedule of Events.

5.2.5.2. **Audience**. Proposer presentations will be open only to the invited Proposer, Proposal Evaluation Team members, the RFP Coordinator, and any Subject Matter Experts that may be selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.5.3. **Proposer Presentation Topic Limitations**. Proposer presentations will be limited to addressing the items detailed in RFP Attachment 6.5.

5.2.5.4. **Oral Presentation Scoring**. The Proposal Evaluation Team will score each Proposer on the quality of solution as reflected in the presentation. Proposal Evaluation Team members will independently evaluate each Oral Presentation using RFP Attachment 6.4, Oral Presentation Evaluation Guide.

Subject Matter Experts (SMEs) will also attend the presentations, as necessary. The SMEs will not directly score the presentations; however, each SME shall provide a written report, related to that SMEs subject matter specialty, to the Evaluation Team, for the Team's consideration in the scoring process.

5.2.5.5. **Oral Presentation Average Scores**. The RFP Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.4 and record that number as the score for said Technical Proposal section, in the appropriate area of RFP Attachment 6.7, Proposal Score Summary Matrix.

5.2.5.6. **Agenda and Oral Presentation Script**. An agenda for the Oral Presentation, along with a presentation Script are provided as RFP Attachment 6.5. The presentation must be executed in accordance with the agenda and script. The script specifies the requirements and processes that the State expects to be presented. The vendor's evaluation score will be based on the demonstrated ability of the product to address the script's requirements. The time frames specified in the Script should be followed as closely as possible. This is required in order to provide equal presentation time and ensure a fair evaluation process across vendors.

5.2.5.7. **Baseline Software**. The software presented must be the current baseline offering as presented in the response to the request for proposal. The Vendor shall not demonstrate any functionality that is not currently available or that has not already been accounted for in the Vendor's Cost Proposal. In other words, do not demonstrate functionality that is only available for an additional cost not included in the Cost Proposal. **Important reminder: no Cost Proposal information shall be revealed in the Oral Presentation.** For Oral Presentation purposes, a PowerPoint presentation or software simulation is not acceptable as a substitute for demonstrating the Baseline Software itself.

5.2.5.8. **State Facilitator**. The State will provide a facilitator for each Oral Presentation, and, for consistency, this shall be the same individual for all presenting vendors. The State facilitator's responsibilities shall include, but not be limited to, the following:

- monitor the agenda and signal the presenter when time is short or it appears that the schedule will not be met;
- intervene if the vendor is endangering the schedule by spending too much time on one topic;
- remind the vendor to cover scripted requirements, as needed;
- monitor the timing of evaluator questions to best accommodate the vendor being able to complete the presentation on each topic.

The State Facilitator's responsibilities notwithstanding, it is the vendor's responsibility to ensure that the vendor's solution is presented in its best light and that all scripted presentation topics have been addressed in a timely manner.

5.2.5.9. **Equipment**. The State will provide the following equipment/supplies for the Proposers' use during the presentation:

- Projection screen
- Flipchart with flipchart paper and pens

The Proposer will provide its own laptops, mobile devices, and video projection equipment. The Proposer must meet with the State prior to the Proposer's presentation, at the presentation site, with sufficient lead time to test the equipment in the room. The State will contact the Proposer in advance of the presentation to arrange a test time.

Note that there will not be a printer available for the presentation. If part of the presentation process is to demonstrate a report, the vendor may generate the report for on-screen viewing.

5.2.5.10. **Handouts**. The Proposer may provide hardcopy versions of presentation slides as appropriate. All information provided in the handouts must be directly related to the topics discussed in the Oral Presentation. The Vendor may not offer or give away any promotional items.

5.2.5.11. **Misleading/Non-Compliant Information Discovered During Oral Presentations.** The Proposers must be extremely careful to ensure that the solution the State has scored during the Technical and Cost Proposal phases is completely consistent with the solution presented during the Oral Presentation. That is, a Proposer shall NOT misrepresent or exaggerate the capabilities of its MDM-MAS solution. If the State discovers instances of misrepresented, exaggerated, non-compliant, non-responsive, or inconsistent information, the State may disqualify the Proposer on this basis.

5.2.6. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores, the Cost Proposal score, and the Oral Presentation score, and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.7, Proposal Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.8, *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *Pro Forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 31701-03087 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.8, *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.8, *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 160 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the proposing entity.

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

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.6.	Provide a written confirmation that the proposed solution will be a cloud hosted solution. The State defines “cloud hosted solution” as an MDM-MAS solution in which the mobile device client licenses are purchased by the State but all core MDM-MAS hardware and software (other than State owned applications) is owned and hosted by the vendor. This model offers MDM-MAS in a SaaS (Software as a Service) model.	
	A.7.	Provide a written confirmation that the proposed solution will fully support complete and secure separation of personal data from State data and the ability to wipe only State data on all supported devices.	
	A.8.	Provide written confirmation that the Proposer’s proposed MDM-MAS Services solution shall comply with/provide all requirements designated as “Mandatory” in RFP Attachment 6.8, *Pro Forma* Contract, Attachment B.	
State Use – RFP Coordinator Signature, Printed Name & Date:			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc.*).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: (i) contract description and total value (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — **PERCENTAGES ONLY — DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.16.	Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Proposer, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.6. References that are not completed as required will be considered non-responsive and will not be considered. The Proposer will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) "Customize" the standard reference questionnaire at RFP Attachment 6.6 by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = **20**)*		
State Use – Evaluator Identification:		

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

RFP Attachment 6.8, *Pro Forma* Contract, Attachment B denotes requirements that the State considers to be "Desirable." The Contractor is not obligated to provide or comply with these requirements. However, if the Proposer lists or describes "Desirable" or "Additional" requirements in response to this Attachment 6.2, Section C, Item C.60 below, the Proposer shall provide the functionality within the costs proposed in RFP Attachment 6.3.

Do not include any Cost information in the Technical Proposal.

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

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

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

PROPOSER LEGAL ENTITY NAME:	

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		General Project Related			
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		**2**	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**3**	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**3**	
		MDM Platform			
	C.4	Describe your solution delivery architecture for cloud service. Diagrams are acceptable. (The State defines "cloud service" as an MDM-MAS solution in which the mobile device client licenses are purchased by the State but all core MDM-MAS hardware and software [other than State owned applications] is owned and hosted by the vendor.)		**1**	
	C.5.	List any dependencies on externally provided infrastructure (e.g. Apple Push Notification Service APNS).		**3**	
	C.6.	Describe the standard time table for implementing your MDM-MAS solution and ongoing training post implementation. Estimated time should include user data provisioning and testing. Provide any assumptions made.		**3**	
	C.7.	Describe standard maintenance or release schedules. a. Frequency of patch updates b. Frequency for major / minor releases c. Detailed release notes included d. Standard outage windows e. How quickly, after a third-party supplier provides new hardware/OS to the public, your company's software		**3**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		will be capable of supporting the new hardware/OS. f. Detail what services may be impacted during a maintenance outage			
	C.8.	Describe the customer testing environment provided to allow customers to test prior to production changes. a. Time frame for patches/releases to be in customer test environment prior to production deployment		**3**	
	C.9.	Describe your disaster recovery plan and how long would it be before the State's environment would be operational again.		**10**	
	C.10	Describe your training options for implementation and ongoing for State support teams and end users (e.g., Onsite, webinar, documentation).		**1**	
	C.11	Describe in detail any security audit, certification, or accreditation performed on your solution. Please include frequency of the review.		**5**	
	C.12	Describe the type of encryption used on the platform application. a. How and where encryption keys are stored b. Support FIPS 140-2 level 1 encryption		**10**	
	C.13	Describe how and where authentication data is stored. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.14	Describe the types of certificates required for the solution. a. Integrate with an enterprise certificate authority b. Location stored c. Encryption Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**3**	
	C.15	Describe your solution's ability to integrate with Microsoft Exchange and if it can integrate with more than one instance. (e.g. State Exchange and Agency Exchange). Also include details of any server impact with the additional workload.		**10**	
	C.16	Describe the applications/software with which your solution integrates. a. LDAP b. Active Directory c. Multiple Active Directory domains		**5**	
	C.17	Describe your MDM solution administration. a. Decentralized b. Multi-tiered (State at top level – delegate specific functions to agencies)		**10**	
	C.18	Describe how your solution allows for multi-tiered help desk support.		**5**	
	C.19	Describe how your solution allows access to the management server. a. Web based console b. Role based access c. Group based access		**1**	
	C.20	Provide the number of yearly man-hours and labor skills required to staff and maintain the system as an enterprise solution with up to 20,000 devices.		**10**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		Device			
	C.21	Describe / List supported Operating Systems. Give details if limited functionality or no support on a specific version. a. IOS 4.x, 5.x, 6.x,7x b. Android 4.x c. Blackberry 6.x, 7.x, 10.x d. Windows Phone 7, 7.5, 8x, 8xrt e. Windows Mobile/CE f. Windows 8.x Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.22	Describe any limitations with device manufacturers your solution supports. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**3**	
	C.23	Describe how your solution supports Over-The-Air (OTA) software updates for the MDM client. a. Manually pushed to the device b. Automatically pushed to the device c. User download to the device Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.24	Describe how your solution supports separation of personal and State data on the device (container). a. Detail if separation is based on Virtualization technology (VMware MVP) Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.25	Describe your solution's ability to manage Certificates and ability to remove them. a. Email b. Wi-Fi c. VPN d. Client SSL e. Root Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.26	Describe how your MDM resident mobile application prevents or detects users removing or modifying it and describe any automatic actions that can be taken if detected. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.27	Describe how your solution supports restrictions/Blacklist of devices a. By platform b. By OS model		**5**	

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		c. By IMEI d. By MEID Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.			
		Device Inventory Management			
	C.28	Describe how your solution provides for asset / inventory management. a. Retrieve serial numbers b. Query for device and network information Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.29	Describe how your solution performs device and user configurations remotely or tethered. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.30	Describe how your solution supports self-enrollment , managed enrollment, and/or bulk enrollment. a. Allow for provisioning approval prior to self -registration b. Device registration c. Service activation d. Locate device e. Wipe device f. Change contact information g. Automatically install applications upon enrollment h. Require user to complete training prior to enrollment Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.31	Describe how your solution provisions/de-provisions device/user and include details if device specific. a. Include trusted controls for Over-The-Air (OTA) provisioning b. Tethered Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.32	Describe the data your solution audits/tracks. a. Provision date b. Last sync or last check in with Exchange c. Applications installed d. Change history e. OS level f. Device type MEID/IMEI g. Phone numbers h. Username i. Interface ID's j. Asset Location Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also		**5**	

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		address functionality for State owned or BYOD, if distinctive.			
	C.33	Describe your solution's capabilities to manage the MDM solution licenses. a. Remove from device b. Wipe device when removed Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**3**	
		Security			
	C.34	Describe how your solution supports and enforces PIN/Passwords for device and container. a. Number of characters (set number) b. Alphanumeric c. Expiration (set number of days) d. History (set number) e. Maximum login failure attempts (set number) f. Admin remote reset password g. Admin remote change password Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.35	Describe how your solution supports and enforces device and container locking. a. Remote lock by admin b. Inactivity lock (set period of time) c. Container Lock only Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.36	Describe how your solution supports remote device wipe. Include methods used and whether it is native or proprietary. a. Selective wipe – describe types of data b. Total wipe c. Entire container wipe d. External storage wipe – detail types of external storage Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.37	Describe how your solution disables copy, cut and paste. a. Container b. Specific Applications Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.38	Describe your solution's capabilities to require registration for ActiveSync email service. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.39	Describe how your solution supports the following encryption functions:		**10**	

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		a. Data-at-rest b. Data-in-transit c. Entire device d. Container only e. External storage, detail where applicable Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.			
	C.40	Describe how your solution supports an encrypted certificate store on the device either using native or solution based. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.41	Describe the extent your solution manages VPN communications. a. PKI-based authentication b. Enforce enterprise VPN configurations Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
		Backup/Restore			
	C.42	Describe how your solution supports backup/restore for MDM managed data for the following: a. Device configuration data b. Software c. Application data d. In the event that a user loses their State owned device, describe your solution's ability to restore configurations/data/Apps on their new device. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.43	Describe how your solution supports an Enterprise path/site for backup/restore for the State data (container). Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.44	Describe how your solution supports the following functions for external cloud connections: a. Disable sync b. Disable backup/restore c. Disable for container data Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
		Policy			
	C.45	Describe in detail how your solution supports the ability to administer policies. a. By groups b. By individuals c. By complex groups (multi-layered, hierarchal)		**10**	

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.			
	C.46	Describe how your solution creates policies for multi-layered hierarchical user groups that require different levels of security and compliance. Example – an Agency could set its own policies in addition to any policy that it inherits from the State. a. Restrict lower tiered managers (administrators) from changing/deleting policies enacted by higher level managers Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.47	Describe how your solution supports the following policy functions: a. Manually push policies in real time b. Default policy c. Ability to override default policy for exceptions d. Set by application e. Set by location f. Single user with multiple devices (State and BYOD) g. Set by hardware model Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
		Application Management			
	C.48	Describe your solution's private App repository (library) functionality/features and include if it is native or a 3rd party add on. a. Segment the library by groups/Agencies b. Control admin access to library by groups c. Restrict end user access by library/application d. Support App bundling e. Application Management access rules for specific user groups/types Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.49	Describe in detail how your solution supports application repository (library) administration. a. Decentralized b. Multi-level /hierarchy Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.50	Describe in detail how your solution supports application deployment. a. By security group b. By policy group c. By types d. By agency		**10**	

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
		e. By specific application Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.			
	C.51	Describe how your solution supports the following functionality for application deployment. a. Remotely push App install OTA (Over-The-Air) b. Remotely uninstall App c. Disable selected applications – including pre-installed d. Push updates for applications e. User download for updates for Apps f. Application validation at download/installation g. Remove App when de-enrolled Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.52	Describe your solution's access support to other App repositories/stores/markets. (Apple Store, Android Market, etc.) a. Access private 3rd party/federated b. Restrict access to public App repositories c. Granular restrictive access to specific public App repositories d. Restrict access to specific applications on the repositories Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.53	Describe your solution's application blacklisting/whitelisting capability and enforcement. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.54	Describe your solutions functionality for the following requirements: a. Support Application Wrapping b. Protection from data leakage c. Restrict or control Apps from saving data to the device from the container d. Application "side loading" Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.55	Describe your solution's capability to perform the following: a. Validate application at launch (OS & App compatible) b. Restrict access to an App if the device is non-compliant c. Send message to device (Example – notify user of App changes or device is non-compliant) Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
		Monitoring/Reporting			

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
	C.56	Describe to what extent your solution can determine if a user is complying with security policy and what actions are available at both administrative and device levels. a. Real time b. Periodic c. Compliance check performed on the backend and/or on the device d. Automated or manual compliance/security check e. Alerts available for user and administrator f. Ability to wipe device if non-compliant Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.57	Describe your jailbreak/root detection mechanism. a. Detect using both tethered and OTA methods b. Proprietary or open-source Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.58	Describe your solutions monitoring/reporting capabilities. a. Detect manual overrides by the user b. Health or integrity monitoring c. Help desk/trouble shooting tools/reports/error logs d. Custom report generation Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**5**	
	C.59	Describe your intelligent reporting and trend analysis on security related events to recognize unusual and potentially malicious patterns from a device within the enterprise. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive.		**10**	
	C.60	With regard to RFP Attachment 6.8, *Pro Forma* Contract Attachment B, please list any Requirements denoted as "Desirable" in Attachment B <u>that will be included within the Proposed Costs</u> submitted in response to RFP Attachment 6.3. For each of the requirements listed, describe how the requirements will be satisfied by your solution. Also, describe clearly if the function/capability is limited to a specific Device/OS, where applicable. Answers should also address functionality for State owned or BYOD, if distinctive. In accordance with RFP Section 3.6, If the Proposer wishes to propose additional functionality not listed in Pro Forma Contract Attachment B, the Proposer may also describe that functionality in response to this Item 60; <u>provided however that the described functionality shall be included within the Proposed Costs</u>. **In response to this question, do <u>NOT</u> list or describe any requirements/functionality for which the Proposer intends to charge fees to the State in addition to the Proposed Costs submitted in response to RFP Attachment 6.3.** **In addition, as always, do <u>NOT</u> include any pricing or cost information in the Technical Proposal.**		**1**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Provide your response in the cell, directly below the question. If there is insufficient space, a clear re	Item Score	Evaluation Factor	Raw Weighted Score
The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of the Evaluation Factors above)*			**X 40** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – RFP Coordinator Signature, Printed Name & Date:					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.8, *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The Proposer must enter only one rate per cost cell; the proposer must NOT enter more than one rate or a range of rates in a single cost cell. The Proposer must NOT add any other information to the Cost Proposal.

The proposed hourly rates must be fully loaded to include all administrative, ancillary, and travel costs.

The Proposer may enter zero (0) in a required proposed cost cell; however, the Proposer should not leave any proposed cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

When responding to the "Per Device Fee: State Owned Device" and "Per Device Fee: BYOD Device" rows in the table below, please be aware that the State does not anticipate ever exceeding 20,000 mobile devices. However, this number is an estimate and in no way constitutes a guarantee of future business volumes.

The costs proposed herein must include full compliance with the following:

1. All items denoted as "Mandatory" in RFP Attachment 6.8, *Pro Forma* Contract Attachment B; and
3. All "Desirable" and "Additional" requirements/functionality listed or described in response to RFP Section 6.2, Section C, Item 60.

IMPORTANT NOTE PERTAINING TO ALL "PER-DEVICE" FEES PROPOSED BELOW: The proposer shall enter a fee in every Per-Device Fee cell. However, only one tier level fee shall be in effect at any one time during the Contract term. The Contractor shall invoice, and the State shall pay, only at the usage level tier in effect for the invoice month in question. For example, assume the State has 6,100 State-Owned Devices in the field in a given month of Contract year two (meaning the State is operating within the "More than 6,000 Devices" tier). In this case, the Contractor will invoice the State for all 6,100 devices using the "More than 6,000 Devices" Per Device Fee for State Owned Devices that appears in Year 2. The Contractor shall NOT invoice the State at two different tier levels: that is 6,000 devices at the "One (1) to 6,000" fee; and the remaining 100 devices at the "More than 6,000" fee. This same scenario applies to BYOD Per-Device Fees.

NOTICE: *The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.*

Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma contract section C.1. (refer to RFP Attachment 6.8), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

COST PROPOSAL TABLES BEGIN ON NEXT PAGE:

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
PROPOSER LEGAL ENTITY NAME:	

PROPOSER LEGAL ENTITY NAME:	

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum of Years 1 – 5	Evaluation Factor	Evaluation Cost (sum x factor)
One-Time Solution Implementation Fee (Includes initial training and testing expenses). **<u>The Proposer shall Propose only one cost amount in this cell.</u>** The single proposed fee will be apportioned across the three sub-phases described below when the proposed fee is transcribed into the *Pro Forma* Contract, in the following amounts: Planning Sub-Phase – 10% of proposed fee, to be paid upon the State's written acceptance of the Project Plan. Pilot Deployment Sub Phase – 80% of the proposed fee, to be paid upon the State's written acceptance of the completion of the Pilot Deployment Sub-Phase. Mobile Application Store (MAS) Pilot - 10% of the proposed fee, to be paid upon the State's written acceptance of the completion of the MAS Pilot Sub-Phase.	**$** **/ EACH**	**N/A**	**N/A**	**N/A**	**N/A**		**1**	

PROPOSER LEGAL ENTITY NAME:	

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum of Years 1 – 5	Evaluation Factor	Evaluation Cost (sum x factor)
Per-Device Fee: State-Owned Device (Includes all licensure, hosting, and on-going training expenses) One (1) to 6,000 Devices	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH		1200	
Per-Device Fee: State-Owned Device (Includes all licensure, hosting, and on-going training expenses) More than 6,000 Devices	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH		1320	
Per-Device Fee: BYOD Device (Includes all licensure, hosting, and on-going training expenses) One (1) to 6,000 Devices	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH		200	
Per-Device Fee: BYOD Device (Includes all licensure, hosting, and on-going training expenses) More than 6,000 devices	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH	$ / DEVICE / MONTH		220	
Training Consultant Hourly Rate (Includes change order related modifications to training materials and additional classroom instructor fees)	$ / HOUR	$ / HOUR	$ / HOUR	$ / HOUR	$ / HOUR		80	
Technical Consultant Hourly Rate (Includes change order related technical consulting services such as programming and configuration services)	$ / HOUR	$ / HOUR	$ / HOUR	$ / HOUR	$ / HOUR		160	

PROPOSER LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Sum of Years 1 – 5**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.						**TOTAL EVALUATION COST AMOUNT:** (sum of evaluation costs above)		
Lowest Evaluation Cost Amount from all Proposals / Evaluation Cost Amount Being Evaluated						**X 30** *(maximum section score)*	**= SCORE:**	
State Use – RFP Coordinator Signature, Printed Name & Date:								

ORAL PRESENTATION EVALUATION GUIDE

PROPOSER NAME:	

The Proposer must address ALL areas below during the Oral Presentation. A detailed presentation script for each area has been provided to the Proposer as RFP Attachment 6.5. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the Proposer's presentation in each area. The Evaluators will score each section of the Oral Presentation, assigning it a score between 0 (zero) and the Maximum Score shown below.

Presentation Area		**State Use ONLY**	
		Maximum Score	**Evaluator's Score**
D.1	Vendor Introductions, Overview, and Conclusion	**N/A**	**N/A**
D.2	MDM Administration/Integrations	**50**	
D.3	Device Management	**50**	
D.4	Policy Administration	**30**	
D.5	End user set up/Experience	**40**	
D.6	Monitoring/Reporting/Security	**30**	
D.7	MAS Administration	**50**	
The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.		**Total Evaluator's Score:** *(sum of Scores above)*	

Total Evaluator's Score / **Maximum Possible Total Evaluator's Score** *(sum of Maximum Scores above)*	**X 10** *(maximum possible score)*	**= SCORE:**	

State Use – Evaluator Identification:

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

RFP ATTACHMENT 6.5.

Oral Presentation Agenda and Script

The Oral Presentation Agenda and Script follow. Please refer to RFP Section 5.2.4 for more information.

MDM-MAS Services
Presentation Agenda

Introductions	5 minutes
Overview	5 minutes
MDM Administration/Integrations	20 minutes
Device Management	30 minutes
Policy Administration	15 minutes
BREAK	10 minutes
End user set up/Experience	20 minutes
Monitoring/Reporting/Security	20 minutes
MAS Administration	20 minutes
Conclusion	5 minutes

MDM-MAS Services Oral Presentation

Overview (5 minutes)

Based upon your current understanding of the State of Tennessee's MDM-MAS needs, please provide an overview of your Mobile Device Management/Mobile Application Store solution.

MDM Administration/Integrations (20 minutes)

1. Demonstrate how to set up administrator hierarchy and support resources.
2. Demonstrate integration with Active Directory and Microsoft Exchange.

Device Management (30 minutes)

3. Demonstrate how your solution supports OTA for software updates and provisioning.
4. Demonstrate how your solution separates personal data from State data.
5. Demonstrate how your solution can remotely wipe data from the device – full wipe, selective wipe, and container wipe.
6. Demonstrate how to lock/unlock the device and lock/unlock the container (State) data.
7. Demonstrate how your solution provides asset/inventory management.
8. Demonstrate how and what your solution audits/tracks of the data on the device.
9. Demonstrate how your solution performs backup and restore for the device.

Policy Administration (15 minutes)

10. Demonstrate how policies are set up, including multi-layered for State and Agency policies – groups, individuals, and complex/hierarchical groups.
11. Demonstrate how to set up policies for user with multiple devices (State owned and BYOD).
12. Demonstrate how policies are pushed to the devices.
13. Demonstrate how solution enforces policies on the device and detects if user has modified the policy.

End user set up/Experience (20 minutes)

14. Demonstrate how to provision/de-provision users/devices including approval process.
15. Demonstrate end user self- enrollment, managed enrollment, bulk enrollment.
16. Demonstrate end user log on to their device.
    a. PIN/Password security
    b. Device and container

Monitoring/Reporting/Security (20 minutes)

17. Demonstrate types of monitoring or alerts available, including security alerts.
18. Demonstrate types of reports available, including trend analysis and security reports.
19. Demonstrate how the solution detects and any actions for the following:
    a. Jailbreak/rooting
    b. End user removing or disabling the MDM solution

MAS Administration (20 minutes)

20. Demonstrate how the App repository/document library can be set up for multiple Agencies to manage their own repository.
21. Demonstrate how the solution pushes or allows an end user to download an App and how it denies a user the ability to download an App.
22. Demonstrate how the solution removes an App and prevents the user from overriding the removal.
23. Demonstrate how the solution validates and restricts access to an App if the device is non-compliant and any messages sent to the user.
24. Demonstrate how the solution prevents/restricts Apps from saving data from the container to the device.

Conclusion (5 minutes)

The Proposer shall summarize their proposal. What are the key success factors that the Proposer has included that will lead to a successful implementation? Why the solution proposed is the best value for the State?

RFP ATTACHMENT 6.6.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 31701-03087 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What services does /did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

Please respond by circling the appropriate number on the scale below.

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

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of service delivery does /did the reference subject excel?

(9) In what areas of service delivery does /did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

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

(11) **Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

Please respond by circling the appropriate number on the scale below.

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

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

(12) **Would you contract again with the reference subject for the same or similar services?**

Please respond by circling the appropriate number on the scale below.

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

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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____

(must be the same as the signature across the envelope seal)

DATE: _____

PROPOSAL SCORE SUMMARY MATRIX

	PROPOSER NAME		*PROPOSER NAME*		*PROPOSER NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 20)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 40)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL TECHNICAL + COST PROPOSAL **(maximum: 90)**	**SCORE:**		**SCORE:**		**SCORE:**	
ORAL PRESENTATION **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TOTAL PROPOSAL EVALUATION SCORE: **(maximum: 100)**						

RFP Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.8.

RFP # 31701-03087 *PRO FORMA* CONTRACT

The *Pro Forma* contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the 'State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of Mobile Device Management/Mobile Application Store (MDM/MAS) services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. The Contractor shall provide Mobile Device Management/Mobile Application Store (MDM - MAS) capability that meets all requirements expressed in this Section A, Scope of Services, as well as all Mandatory requirements detailed in Contract Attachment B.

A.3. Mobile Device Management (MDM).

The MDM capability secures, monitors, manages and supports mobile devices deployed across mobile operators, service providers, and enterprises. By controlling and protecting the data and configuration settings for all mobile devices in the network, MDM can reduce support costs and business risks. The intent of MDM is to optimize the functionality and security of a mobile communications network while minimizing cost and downtime.

a. Platform Management. The solution shall support user account and user right management. The solution shall employ and enforce group / role-based access control for rights within the administration console. The solution shall support decentralized hierarchal administrator roles with a top level administration and ability to delegate specific functions to lower level administrators. (Example – Top level administrators with full access and ability to delegate specific functions to lower level administrators) The solution shall provide the ability to create and manage hierarchical groups of end-users. (Example – Groups at State level, Agency level, and sub-groups within the Agency)

b. Device Support. The solution shall manage and control mobile device functionality. The solution shall be able to separate, encrypt, and wipe State data for BYOD devices (containerization). The solution shall also be able to support end users with multiple devices – both State owned and BYOD. The solution shall support State approved operating systems. The Contractor shall ensure that software is upgraded to provide for coverage/support of new mobile operating systems, updates and versions within 30 days of a public release.

c. Device Inventory Management. The solution shall maintain a list of mobile devices it manages. The solution shall provide asset inventory (dashboard) for all devices. The solution shall have the ability to search for a device or group of devices by User ID, serial number, phone number, and device group assignment. The solution shall manage certificates for email, Wi-Fi, VPN, Client SSL, Root, and be able to remove them from the device. The solution shall be able to remotely configure, activate and de-activate for all approved State devices.

d. Provisioning. The solution shall facilitate provisioning of mobile devices. The solution shall support over the air (OTA) device provisioning/de-provisioning for all device-based

components. The solution shall support over-the-air (OTA) device enrollment (assignment to user). The solution shall support required pre-approval and training prior to user self-registration.

e. Encryption. All cryptographic modules of the solution shall be FIPS 140-2 certified or latest State standard. This provision also applies to the data-at-rest and data-in-transit protections provided/enabled by the solution, even if protection of data-at-rest and/or data-in-transit is implemented by external modules (rather than the solution itself). The solution shall support the use of PKI (public-key infrastructure) as well as providing device-side support for use of PKI credentials stored on a Hardware Security Module (HSM).

f. Data Protection. The solution shall provide data protection capabilities for mobile devices. The device-based component(s) of the solution shall provide/enable data-at-rest encryption for State sensitive data. The device-based component(s) shall require successful authentication prior to on-device data decryption. The device-based component(s) of the solution shall provide/enable a VPN client (or alternative remote-access solution). The solution shall support remote execution of the following device actions:

- Full wipe/container wipe/selective wipe
- Device lock and container lock

g. Policy Administration. The solution shall have the ability to administer policies by groups, individuals, and complex hierarchal groups. (End users may be in multiple groups and have multiple devices which require different policies such as State owned and BYOD) The solution shall support multi-layered hierarchical policies to support State and Agency policies. (Example – Device inherits the State policies and the Agency policies) The solution shall support over the air (OTA) for remote policy deployments with the ability to manually push policy updates in real time. The solution shall manage mobile device access control policies for both State owned and BYOD and for single users with multiple devices.

h. Monitoring. The solution shall have the ability to monitor the health and integrity of the devices. The solution shall perform periodic device integrity checking, which includes monitoring for known jailbreak/rooting techniques/tools. The solution shall alert and report any manual overrides of State or MDM configurations or policies.

i. Device Auditing/Reporting. The solution shall provide auditing/reporting capabilities. The solution shall audit and report the state of mobile devices. The solution shall audit security-relevant events on devices (e.g. password changes, accesses, etc.). The solution shall have the ability to detect when the maximum number of failed device login/unlock attempts is reached and lock the device. The solution shall identify and report devices that have not reported to the server within an administrator-configurable time period.

The solution shall have the ability for intelligent reporting and trend analysis for security related events and mobile service usage. The solution shall support custom report generation for the various records maintained by the solution. Example reports built by the user might include asset compliance, asset inventory, App deployments, device status, and device locations. The solution shall prevent unauthorized modification of server-side audit logs. The solution shall support transmission of logging and event information to State systems. Information published shall be time stamped.

A.4. <u>Mobile Application Store (MAS)</u>.

a. The solution shall support a native Mobile Application Store (MAS) capability. The MAS capability provides an enterprise web portal through which end users can access, download and install approved software applications on their mobile device. The MAS components of the solution shall maintain a repository of applications that can be downloaded to mobile devices.

b. Application Management. The MAS application management capabilities encompass both administration of the store/library and automatic delivery of enterprise software (applications) to the end users' mobile devices, in compliance with application policy restrictions. The administration of the MAS solution shall be decentralized to allow State Agencies to manage specific stores/libraries independently. The solution shall have the ability to manage authorization and authentication using role based groups. The solution shall support the ability to restrict end users to a specific store/library and to restrict by application within the store/library for download. The solution should have the ability to configure the MAS for decentralized application lifecycle management. The solution shall allow end users to install, update, and uninstall optional applications on a device that is assigned to the user. The solution shall only allow downloads to devices in compliance with the application's requirements for usage. The solution shall allow users to download approved applications from 3rd party App stores or markets. The solution shall provide the capability to prevent installation of applications from unauthorized App stores and remove selected applications, even if pre-installed on the device.

A.5. Project Lifecycle. The Contractor will provide the MDM-MAS solution using a Project Lifecycle, which comprises the following phases:

a. Solution Implementation Phase: The Solution Implementation will be completed in three sub-phases and begin within 30 days of contract start date and be completed within 120 days of the Solution Implementation Phase begin date. Deliverables listed are not all inclusive. The contractor will be required to participate in project planning meetings, weekly progress meetings, and any additional meetings during the implementation of the solution. Meetings will be via conference call, but the State reserves the right to ask for onsite meetings.

i. Planning – This sub-phase of the project will complete the solution design and determine the solution administration hierarchy and high level policy definitions.

The Contractor will develop an Implementation Plan, which will include, but is not limited to the following deliverables:

- Detailed Work Breakdown Schedule (WBS)
- Key Milestones
- Issue/Risk Management Plan
- Design for Integrations with State Systems
- Training Plan
- Testing Plan – System and End User
- MDM-MAS Deployment Plan – Pilot and Agency

This sub-phase will be deemed complete upon the State's written acceptance of the Contractor's Implementation Plan.

ii. Configuration/Build – This sub-phase of the project will include training for MDM administrators and technical support teams, complete solution configuration, integration with State systems, administration and policy configurations and develop end user training.

During this sub-phase, the Contractor will deliver the Business Continuity/Disaster Recovery Plan, described in Contract Section A.14 below.

iii. Pilot Deployment – This sub-phase of the project will complete an MDM deployment to a State Agency as specified by the State in order to fully test the MDM system integrations, policies, end user provisioning and training. This sub-phase will be deemed complete upon the State's written acceptance of the successful Pilot Deployment.

iv. Mobile Application Store (MAS) Pilot – This sub-phase of the project will verify the success of the Contractor's ability to distribute and manage approved software applications on mobile devices for one State agency, in accordance with Contract Section

A.4. This phase will include MAS configurations and training for pilot administrators. This sub-phase will be deemed complete upon the State's written acceptance of a successful MAS Pilot.

v. The State will compensate the Contractor for completion of the Planning, Pilot Deployment, and MAS Pilot sub-phases in accordance with Contract Section C.3.b. There will be no discrete payment for the Configuration/Build sub-phase; compensation for this sub-phase will be included in the compensation for Pilot Deployment.

b. Post Solution Implementation Phase: Agency Deployments will begin after a successful pilot of the solution. This phase will be an ongoing rollout to State Agencies included in the MDM solution. This phase also includes the MAS configurations, training and deployment for remaining Agencies.

A.6. Project Management Support. The contractor shall provide key milestone and activity information for the project in support of the State's implementation schedule. The contractor shall coordinate with the OIR (Office for Information Resources) OPMO (Operations Project Management Office) Project Manager on a weekly basis to incorporate changes to the schedule. The contractor shall provide written status updates on a weekly basis to the OPMO Project Manager. The contractor shall analyze deviations from the schedule baseline once it is established, and determine impacts to the overall schedule. In addition to schedule support, the contractor shall maintain a detailed Work Breakdown Structure (WBS) for each task and provide an updated schedule weekly to the OPMO Project Manager. In addition, the contractor shall identify, assess, document, and track all risks associated with the cost, resource, schedule, and technical aspects of the WBS/Implementation plan. For all risks identified, the contractor shall analyze and prioritize each risk based on their potential impact to the project. Additionally, the contractor shall develop a mitigation approach for each risk identified and provide this to the OPMO Project Manager.

A.7. Implementation Support. The Contractor shall provide support during the implementation of the solution. Subject Matter Expert (SME) support shall include, but is not limited to:

- Work with the State to determine and document a security architecture appropriate for the solution integrations
- Assist the State in developing processes and procedures appropriate for the solution
- Participate in pre and post Implementation meetings
- Support during implementation to triage any issues

A.8. Testing. The contractor shall provide a testing platform for the State to be used at any time. This includes implementation, release/patch upgrades, and for State testing of applications with the solution. In addition to the testing environment, the contractor shall provide technical support for integration testing, operational testing and evaluations. The contractor shall provide SME support to ensure successful integration within the testing environment.

Specific testing & evaluation tasks include, but are not limited to:

- Develop a recommended Test Plan for system and user testing
- Perform functional and security testing
- Perform user acceptance testing (UAT)
- The contractor shall provide Information Assurance engineering support to perform test and evaluations of integrated systems testing, identify specific testing requirements with the State, and manage an integrated testing environment.

A.9. Training. The State requires that all users of the solution, which includes end users (users of State owned and BYOD (bring-your-own-device) mobile devices), administrators and support teams, be trained to correctly utilize the solution. The Contractor shall be responsible for developing and updating the training material content, as well as providing onsite and online training, along with associated materials. The online training will be hosted by the Contractor and the Contractor shall provide the required content. The State must pre-approve all training materials, including updates,

in writing. In addition to any training materials, the Contractor shall also provide user and technical manuals in an electronic format.

a. Training During Implementation:

i. The Contractor shall provide a detailed training plan. The training plan shall have courseware tailored to the roles identified for both system operations and maintenance personnel. At a minimum, the Training Plan shall describe:

- The recommended curriculum outline that maps to the defined roles and responsibilities
- How each level of user will be trained to correctly utilize the solution
- The process for providing course content and content updates for any changes
- The training delivery schedule identifying the training content and delivery dates; these delivery dates shall support the State's implementation schedule.
- The proposed format and structure of the end user CBT (computer-based training) online training class, including tracking users who take the class as a pre-requisite for self-registration. The State's intent is to provide links to the training from State only portals and to use a unique identifier to be used for end user self-registration.

ii. The Contractor shall provide 3 days of onsite training at a Nashville facility provided by the State for the State system administrators and support teams. The training shall address installation, operation, analysis, support, and maintenance of the proposed solution. Some trainees may be at other locations outside of Nashville and may require other applications for remote classes. The Contractor shall provide training using technology that is compatible with the State's; the Contractor shall not require the State to purchase additional hardware/software in order to receive the training. The relevant State standards are as follows:

- The State currently uses MediaSite for its Streaming application, and Adobe Connect for its Web Collaboration service. The State also has an infrastructure of SIP, H.323 and ISDN video conferencing capabilities using Cisco\Tandberg and Polycom devices. Any of these types of services can be used to administer remote training.

The Contractor shall ship all required class materials to the other locations prior to the class.

iii. The Contractor shall develop and host an online CBT for end users – State owned and BYOD. This training will be required for all end users and is a pre-requisite for the end user to be provisioned with the solution. The CBT shall be able to report on end users to verify completion and give each user a unique identifier to be required for self-registration. The end user CBT shall be available 24x7x365.

iv. Training during the implementation phase shall include, but is not limited to:

- Onsite training for Mobile Device Management (MDM) system administrators and support teams, with the capability to provide training for up to 15 trainees per day of training
- "How To" guides and "FAQs" for the end users
- Development and Pilot of end user CBT
- Training for Mobile Application Store (MAS) system administrators and support teams for MAS pilot.

b. Training During Post Implementation:

i. The Contractor shall host an online CBT for end users – State owned and BYOD. This training will be required for all end users and is a pre-requisite for the end user to be provisioned with the solution. The CBT shall be able to report on end users to verify completion and give each user a unique identifier to be required for self-registration. The end user CBT shall be available 24x7x365. The end user training CBT shall be updated within 15 business days from a request from the State.

ii. The Contractor shall host and provide recurring webinars for training for MDM-MAS administration and support teams. During the Agency Deployments, which occur during the Post Implementation phase, the Contractor will provide monthly training for MDM and MAS administration and support. After the Agency Deployments, the Contractor will host and provide one session per quarter for ongoing training for both MDM-MAS administrative and support teams. The Contractor shall be responsible for the delivery of the updated training content with every major upgrade at least 10 business days prior to the release.

A.10. On-Going Support. The Contractor shall provide 24x7x365 support coverage on all products. The Contractor shall use the State's Remedy ticketing solution (see Contract Section A.11) to log and track each support issue reported as a separate case file, unless determined the incidents are related. The contractor shall log every contact whether by e-mail or phone. Case files should not be closed without the consent of the State. The Contractor shall provide the State with an escalation management plan.

a. Contractor support will include but is not limited to the following:

- Tier III Help Desk support for issues ranging from critical to minor.
- Technical support for integration and testing.
- Incident support for Security related events
- Participation in monthly/quarterly review meetings

b. Support Levels. The respective responsibilities of the State and Contractor with regard to Tier levels are as follows:

- Tier I – The State shall provide Tier I level support for the MDM-MAS solution. Tier I support will be the State help desk and will be the first level for any support requests from end users or technical team. This level will handle basic support requests such as PIN/password resets. Any requests this level is unable to resolve will be escalated to Tier II support.
- Tier II – The State shall provide Tier II level support for the MDM-MAS solution. Tier II support will be the State OIR MDM-MAS support team. This level will triage the request, resolve, or escalate to Tier III.
- Tier III – The Contractor shall provide Tier III level support for the MDM-MAS solution. Tier III support identifies isolates and resolves software anomalies and advanced technical issues not resolved by Tier I/II. Tier III support is responsible for the highest order of technical escalations in support, isolate and escalate software bugs and advanced technical issues. Tier III will coordinate with the State OIR support teams their findings and report through the State Remedy ticketing system for the management of these items.

A.11. Service Level Agreements (SLAs).

a. The Contractor shall use the State's Remedy ticketing solution to track all support requests.

b. The Contractor shall obtain a sufficient number of Remedy user licenses to ensure efficient responses to, and tracking of, issues and requests that may arise. The Contractor will be charged OIR's monthly usage fee per named user license for access to the State's Remedy system through the Internet at https://myremedy.tn.gov/. At Contract start, the monthly usage fees per activity type per named user license are as follows:

Activity Type	Monthly Fee
Incident – for the ability and right for the Contractor to be able to use Remedy to respond to and track incidents related to Service Level Agreements (SLAs)	$89 per named license user
Work Order, Change Request, Asset – for the ability and right for the Contractor to use Remedy to be able to respond to and track one or more of the foregoing [See Contract Section [see Contract Section A.12 below]	$26 per named license user

Note that OIR's monthly usage fee is subject to change over the life of the contract; any such increases or decreases will be passed along to the Contractor. The State will notify the Contractor of any Remedy fee changes a minimum of thirty (30) days in advance. The fee will not change more than once per State fiscal year.

The State will provide to the Contractor one (1) free training class in the use of Remedy.

c. The Contractor will compensate the State for the Remedy named user licenses through invoice reductions, as described in Contract Section C.3.f.

d. MDM-MAS Solution Availability: The MDM-MAS solution shall have a minimum monthly network availability factor of 99.999%. This measurement shall be based on 168 hours per week of possible up-time, minus three (3) hours allowable down-time each week for the scheduled maintenance window. The Contractor shall provide a complete, detailed, and accurate monthly report to document and substantiate the network availability.

e. Problem Management SLA Exceptions:

i. Problems are divided into three categories, as follows:

(1) Critical Problem –

- Problems or issues in the software/service that interrupt or prevent the entire customer population from performing regular business operations; or
- Problems or issues caused by the software/service having a catastrophic impact on regular business operations.

(2) Major Problem –

- Problems or issues in the software/service that interrupt or prevent a significant percentage of the customer population from performing regular business operations; or
- Problems or issues caused by the software/service having a major impact on regular business operations.

(3) Minor Problem –

- Problems or issues in the software/solution that interrupt or prevent an individual from performing regular business operations; or
- Problems or issues having a minor impact on regular business operations.
- Information requests.

ii. For each of the above Problem types, the SLAs for important actions that must be taken to resolve the problem are as follows (each time period shall be construed as "action completed within XX timeframe":

Action	Critical	Major	Minor
Initial entry into ticket work log	10 min	30 min	30 min
Subsequent informational entries into log	30 min	2 hours	4 hours
First Critical Notification I-page (internal)	30 min	N/A	N/A
Subsequent Critical Notifications (internal)	Every hour	N/A	N/A
Time to final resolution of incident	3 hours	5 hours	11 hours

f. Failure to comply with the above SLAs constitutes a Breach of Contract and may result in Liquidated Damages (see Contract Attachment C) or other remedies, as defined in Contract Section E.6.a.

g. Maintenance Window:

During the Planning sub phase of the Solution Implementation Phase, the Contractor and the State will work together to develop a mutually agreeable Maintenance Window during which time, the Contractor shall be permitted to carry out any necessary changes, which could lead to a partial or total loss of services. During a maintenance window, the service targets and commitments are not applicable. The Contractor shall notify the State of maintenance schedule changes at least two weeks in advance. The State will notify the Contractor of special weekend activities such as major conferences or activities. The Contractor will notify the State by phone and email for any required emergency outages.

A.12. Change Management.

Change management is defined as the formalization of the change control process, to document, assess, monitor and communicate all changes to system resources and processes to all involved, affected, or interested parties. The Change management processes allow proper review of each requested change, ensure the health of the system, ensure that all processes have been followed, reduce risk, reduce scheduled down time, allow for the coordination of efforts, and ensure that all parties are prepared for each change.

- All changes to the system shall be reviewed and approved by the State prior to any planned implementation.
- Documentation of change process shall be provided. During the Planning sub phase of the Solution Implementation Phase, the Contractor and the State will work together to develop a mutually agreeable Change Management process.
- The Contractor shall use the State's Remedy ticketing solution to process all change requests. See Contract Section A.11.b for information concerning Remedy licensing.

The Contractor shall supply the State with a schedule for releases and patches (monthly/quarterly/yearly). The Contractor shall supply the State with detailed release notes at least 3 weeks prior to a major release and 2 weeks prior to a minor release. The Contractor shall coordinate with the State to upgrade the State testing environment with the release/patch at least 2 weeks prior to the release to production.

A.13. Network Operations Center (NOC).

a. The Contractor shall have a 24x7 Network Operations Center (NOC). The NOC shall provide constant monitoring and dedicated network management services required by the State in this contract.

b. The Contractor shall, with input from the State, define and establish efficient standard operating procedures to describe in detail the interactions between the Contractor's NOC with the OIR MDM-MAS support team, and with key operational personnel. The Contractor shall provide the required operating procedures as a part of the Implementation Plan to be delivered during the Planning Sub-Phase.

A.14. Disaster Recovery.

The Contractor shall have for the State DSS (Data Security Standard) a Business Continuity/Disaster Recovery Plan in place, which is updated and tested at least annually and is subject to approval by the State. The Contractor will be required to provide written evidence of this to the State. This evidence should be in the form of a detailed report describing the date tested, types of systems tested, outcome of tests, and any remedial items that testing may discover.

Regardless of the architecture of its systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all information systems supporting this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

a. Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware and software are destroyed or damaged;
b. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that are active in a live system at the time of the outage;
c. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of data maintained in a live or archival system; and
d. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system.

The Contractor shall provide the State results of its most recent test of its BC-DR plan at least one (1) month prior to the Pilot Deployment date.

The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore system functions. The Contractor shall submit an annual BC-DR Results Report to the State.

In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to the State a corrective action plan that describes how the failure will be resolved. The Contractor shall deliver the corrective action plan within ten (10) business days of the conclusion of the test.

In the event of a declared major failure or disaster, as defined in the Contractor's BC-DR plan, the Contractor's critical functionality, needed to perform the services under this contract, shall be restored within forty-eight (48) hours of the failure's or disaster's occurrence. All State data shall remain within the continental United States of America.

The Contractor shall maintain a duplicate set of all records relating to this Program in electronic medium, usable by the State and the Contractor for the purpose of disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft- protected facility located at least 25 miles away from the storage location of the originals. The Contractor shall update duplicate records, at a minimum, on a daily basis and shall retain said records for a period of sixty (60) days from the date of creation. At the end of the term of this Contract or upon notice of termination of this Contract prior to the term date, the Contractor shall convey the original and the duplicate records medium and the information they contain to the State on or before the date of termination.

A.15. Security Certification, Accreditation, Audit.

a. At the State's request, the contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SAS 70, SSAE 16, SOC 2 / SOC 3, ISO 27001/2.).

b. The Contractor shall represent and warrant that the Software / Application / Network shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network, the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.

A.16. Use of Contract by Non-State Participants. This Contract shall provide a model/framework which may be used by non-state government entities, e.g. federal and local government, K-12, and higher education institutions (collectively, "Non-State Participants") to enter into their own agreements with the Contractor for MDM-MAS services. Such participation shall be subject to the following provisions:

i. The Contractor shall agree to extend to Non-State Participants the same pricing and the same, or substantively similar, contractual terms as are available to the State under this Contract.

ii. Non-State Participants must enter into their own agreements with the Contractor. The State is not a party to these agreements and will have no liability--legal, financial, or otherwise--in the event of any dispute that arises between a Non-State Participant and the Contractor.

iii. The State shall not, in any way, be a party to the financial transactions related to Non-State Participant agreements with the Contractor for MDM-MAS services. All such transactions shall be between the Non-State Participants and the Contractor. Invoices related to such transactions shall be sent by the Contractor directly to the Non-State Participants, and the financial reconciliation processes related thereto shall be executed by the Contractor and the Non-State Participants.

A.17. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.

a. Memorandum of Understanding— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Said proposal must specify:

i. the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

ii. the specific effort involved in completing the change(s);

iii. the expected schedule for completing the change(s);

iv. the maximum number of person hours required for the change(s); and

v. the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Memorandum

of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. MOU Performance— Subsequent to State approval of an MOU, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. MOU Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the necessary work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

d. Change Order Consulting Personnel—depending upon the nature of the State's MOU request, the Contractor will use the following classifications of consulting personnel to perform the work in question:

i. Training Consultant – Responsibilities include the following: Perform assessments to determine MDM-MAS training needs for administrators, support teams, and end users. Develop materials used in training and facilitate enhancements from requirements requested by the State. Deliver updated training as required for each user group. Requires at least 6 months experience with the solution and in training resources to use the solution.

ii. Technical Consultant – Responsibilities include the following: Provide technical or development assistance for integrations or software development as requested by the State. Analyze solution and create design to meet State requirements. Translate design into computer software. Provide technical assistance by answering questions, describing techniques, writing procedures, and making recommendations. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Requires a minimum of 1 year of current experience in this job function.

A.18. Transition Out - If the current Contract is approaching expiration or another form of termination, at the State's request the Contractor shall provide the service of transitioning all existing State users to a subsequent contract at no cost to the State.

A.19. No Cost Generally Available Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by the Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning August 18, 2014, and ending on August 17, 2019. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited

to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	**Amount** (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Solution Implementation: Planning Sub-Phase (10% of proposed fee, to be paid upon the State's written acceptance of the Project Plan) Pilot Deployment Sub-Phase (80% of the proposed fee, to be paid upon the State's written acceptance of the completion of the Pilot Deployment sub-phase) MAS Pilot (10% of the proposed fee, to be paid upon the State's written acceptance of the completion of the MAS Pilot sub-phase)	$ Number $ Number $ Number	**N/A**	**N/A**	**N/A**	**N/A**
Per-Device Fee: State-Owned Device (Includes all licensure, hosting, and on-going training expenses) One (1) to 6,000 Devices	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month
Per-Device Fee: State-Owned Device (Includes all licensure, hosting, and on-going training	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month

Service Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
expenses) More than 6,000 Devices					
Per-Device Fee: BYOD Device (Includes all licensure, hosting, and on-going training expenses) One (1) to 6,000 Devices	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month
Per-Device Fee: BYOD Device (Includes all licensure, hosting, and on-going training expenses) More than 6,000 devices.	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month	$ Number per Device per Month

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.17, without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.17, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed [NUMBER NOT TO EXCEED SEVEN PERCENT (7%) OF THE TOTAL CONTRACT VALUE OF THE SOLUTION IMPLEMENTATION AND PER DEVICE FEES DETAILED IN SECTION C.3.b., ABOVE]. If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Training Consultant Hourly Rate (Includes change order related modifications to training materials and additional classroom instructor fees) [Contract Section A.17.d.i.]	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour
Technical Consultant Hourly Rate (Includes change order related technical consulting services such as programming and configuration services) [Contract Section A.17.d.ii]	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour

d. The Contractor shall not be compensated for travel time to the primary location of service provision.

e. Only one tier level fee shall be in effect at any one time. The Contractor shall invoice, and the State shall pay, only at the usage level tier in effect for the invoice month in question. For example, assume the State has 6,100 State-Owned Devices in the field in a given month of Contract year two (meaning the State is operating within the "More than 6,000 Devices" tier). In this case, the Contractor will invoice the State for all 6,100 devices using the "More than 6,000 Devices" Per Device Fee for State Owned Devices that appears in Year 2. The Contractor shall NOT invoice the State at two different tier levels: that is

6,000 devices at the "One (1) to 6,000" fee; and the remaining 100 devices at the "More than 6,000" fee. This same scenario applies to BYOD Per-Device Fees.

f. The Contract shall compensate the State for any required Remedy named user licenses through a reduction to the relevant monthly State invoice. In the event that no invoices remain, or the invoice amount is insufficient to cover the compensation amount, the Contractor shall pay the compensation amount to the State using a method of the State's choosing.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Billing Services
312 Rosa L Parks
20th Floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: Department of Finance and Administration, Office for Information Resources
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and “Records” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an

offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*.

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Alan Atherton, Executive Director
Office for Information Resources
Department of Finance & Administration
901 5th Avenue North
Nashville, TN 37243
alan.atherton@tn.gov
Telephone # 615-253-6852
FAX # 615-532-0471

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq*., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.6. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

i. In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

ii. Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Contract Attachment C and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof

until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

iii. Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

iv. Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said

claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor

grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;

d. any technical specifications provided to proposers during the procurement process to award this Contract;

e. the Contractor's proposal seeking this Contract.

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.12. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03087 (Attachment 6.2, Section B, Item B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

E.13. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.15. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.16. Transfer of Contractor's Obligations.

a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.

b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include

i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity

ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,

(1) Debt;
(2) Assets;
(3) Liabilities;
(4) Cash flow
(5) Percentage of the total revenues of the company that are represented by this Contract;
(6) The most recent annual financial reports;
(7) The most recent annual financial reports filed with government agencies, if applicable.

iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides

services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:

(1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,

(2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.

iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.

c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.

d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity

i. has been debarred from State or Federal contracting in the past five years

ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.

f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY B. MARTIN, COMMISSIONER **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

MDM-MAS SERVICES REQUIREMENTS

In the table below, the State has identified its requirements for the MDM-MAS solution. There are two categories of requirements: “Desirable” and “Mandatory,” reflecting the degree of importance that the State places on the requirement in question.

If an “X” appears in the “Desirable” column, this denotes that the State would prefer that the capability be present in the proposed solution. However, the Proposer is not obligated to satisfy any of these requirements. Nevertheless, if the Proposer lists and describes these requirements in response to RFP Attachment 6.2, Section C, Item C.60, then the Proposer’s solution shall satisfy these requirements within the Proposed Cost submitted in response to RFP Attachment 6.3.

If an “X” appears in the “Mandatory” column for a given row in the table below, the Contractor shall comply with and/or provide that requirement within the costs proposed in response to RFP Attachment 6.3. The Contractor shall **NOT** charge the State any additional fees, change orders or otherwise, to comply with/provide the requirement. **A vendor cannot refuse to comply with/provide a Mandatory requirement. Failure to comply with/provide a Mandatory requirement shall be grounds for disqualification of the proposal or Termination of the Contract for Cause, depending upon the timing of the non-compliance discovery.**

#	Requirement	Importance of Requirement	
		Desirable	Mandatory
1	**MDM Platform**		
1.1	The solution shall be a cloud hosted solution. The State defines “cloud hosted solution” as an MDM-MAS solution in which the mobile device client licenses are purchased by the State but all core MDM-MAS hardware and software (other than State owned applications) is owned and hosted by the vendor. This model offers MDM-MAS in a SaaS (Software as a Service) model.		X
1.2	The solution shall be able to separate personal and State data on the device (containerization).		X
1.3	The solution shall provide a testing environment for State usage.		X
1.4	The solution shall store all State data within the continental United States (USA).		X
1.5	The solution shall provide for disaster recovery solely within the continental USA.		X
1.6	Proof of certification, accreditation, or audit to validate the hosting solution security.		X
1.7	The solution shall integrate with Microsoft Exchange for email services.		X
1.8	The solution shall integrate with Directory Services including Active Directory and LDAP.		X
1.9	The solution shall be able to integrate with multiple Active Directory domains.		X
1.10	The solution shall have a decentralized administration and support multi-tiered levels.		X
1.11	The solution shall support a multi-tiered help desk.		X
1.12	The solution shall support web based console access.		X
1.13	The solution shall support role / group based admin access.		X
1.14	The solution shall be able to support up to 20,000 devices.		X
1.15	The solution shall be able to support State owned and Bring-Your-Own-Device (BYOD).		X
2	**Device**		
2.1	The solution shall be able to support the following operating systems:		X

#	Requirement	Importance of Requirement	
		Desirable	Mandatory
	a. IOS 4.x, 5.x, 6.x,7x b. Android 4.x c. Blackberry 6.x, 7.x, 10.x d. Windows Phone 7, 7.5, 8x, 8xrt e. Windows Mobile/CE f. Windows 8.x		
2.2	The solution shall be able to support over the air (OTA) automatic and manual push for major and minor releases of the MDM client installs to the device.		X
2.3	The solution shall be able to support over the air (OTA) software updates for the MDM client via user download.		X
2.4	The solution shall be able to support new hardware/OS released to the public within 30 days of release date.		X
2.5	The solution shall automatically deny the device access to the State's network if the MDM solution has been removed or modified on the device.		X
2.6	The solution shall automatically wipe the State's data (container) from the device if the MDM solution has been removed or modified on the device.		X
2.7	The solution shall support restrictions or blacklist of devices by platform, OS model, IMEI, or MEID.		X
2.8	The solution shall support the continued operation of the mobile device in the event that the MDM solution is "inoperable"		X
2.9	The solution shall support the ability of the administrator to wipe the device or disable the ability for the device to connect to the State's network.		X
3	**Device Inventory Management**		
3.1	The solution shall provide an asset inventory management tool capable of retrieving serial numbers and tracking for the following: a. Provision date b. Last synch or last check in with Exchange c. Applications installed d. Change history e. OS level f. Device type MEID/IMEI g. Phone numbers h. Username i. Interface ID's j. Asset Location		X
3.2	The solution shall be able to configure the device remotely or tethered.		X
3.3	The solution shall support self-enrollment, managed enrollment and bulk enrollment.		X
3.4	The solution shall support provisioning approval prior to self-enrollment.		X
3.5	The solution shall support requirement for end user training prior to provisioning device.		X
3.6	The solution shall support device registration and service activation for MDM solution.		X
3.7	The solution should support automatic application installment upon enrollment.	X	
3.8	The solution shall support over the air (OTA) provisioning and de-provisioning of the device/user.		X
3.9	The solution shall automatically release the MDM client license and wipe the State's container data when an MDM administrator removes the device from the MDM solution.		X
3.10	The solution shall provide the ability to manage Certificates for email, Wi-Fi, VPN, Client SSL, Root and ability to remove from device.		X
3.11	The solution should support Life Cycle Certificate management.	X	
4	**Security**		
4.1	The solution shall support alphanumeric and a minimum of 4 character		X

#	Requirement	Importance of Requirement	
		Desirable	Mandatory
	PIN/Passwords for device unlock.		
4.2	The solution shall support alphanumeric and a minimum of 8 character PIN/Passwords for container unlock.		X
4.3	The solution should support at least 2 complex characters (special/upper&lower) for both device and container PIN/Passwords.	X	
4.4	The solution should support multi-factor (via work container) for PIN/Password.	X	
4.5	The solution shall support the ability to set the number of days for device and container PIN/Password expirations.		X
4.6	The solution shall support the ability to set the number for device and container PIN/Password history retention for re-use.		X
4.7	The solution shall support the ability to set a maximum number of login failure attempts for both the device and container.		X
4.8	The solution should support single sign on (SSO) via the work container.	X	
4.9	The solution shall support the ability to remotely reset or change the device and container PIN/Passwords.		X
4.10	The solution shall support the ability to lock the device remotely by the admin.		X
4.11	The solution shall support the ability to lock the device using a set time period for inactivity.		X
4.12	The solution shall support the ability to lock only the container (State data) on the device by the admin.		X
4.13	The solution should support a custom user banner for container logon or locked container on the device.	X	
4.14	The solution should support the ability to display the State Acceptable Use Policy (AUP) statement after unlocking the container on the device and ability to confirm acceptance.	X	
4.15	The solution shall have the ability to remotely wipe the device for total wipe, container wipe (State data), selective wipe, and external storage wipe where applicable.		X
4.16	The solution shall have the ability to disable the device copy, cut and paste including restriction for container only and for specific applications.		X
4.17	The solution should have the ability to disable the device screen capture.	X	
4.18	The solution shall require registration for ActiveSync email service.		X
4.19	The solution should support the ability to enable/disable the GPS functions.	X	
4.20	The solution shall encrypt data at rest and data in transit and support using FIPS 140-2 encryption for data at rest.		X
4.21	The solution shall be able to encrypt only the State's data (container).		X
4.22	The solution shall ensure that any certificates on the device are stored in an encrypted area by either the MDM solution or native to the device.		X
4.23	The solution should have the ability to integrate with Enterprise WebSense.	X	
4.24	The solution should have the ability to integrate with SIEM and NAC.	X	
4.25	The solution shall support PKI-based authentication		X
4.26	The solution shall have the ability to enforce enterprise VPN configurations.		X
5	**Backup and Restore**		
5.1	The solution shall support backup and restore for device configuration data stored in the State's container.		X
5.2	The solution shall support backup and restore for software stored in the State's container.		X
5.3	The solution shall support backup and restore for application data stored in the State's container.		X
5.4	The solution shall be able to restore MDM managed device configurations / data/apps for a new device to replace a lost device.		X
5.5	The solution shall support using an enterprise path/site for backup and restore for the State's container data.		X
5.6	The solution shall support the ability to disable external cloud sync.		X

#	Requirement	Importance of Requirement	
		Desirable	Mandatory
5.7	The solution shall support the ability to disable external could backup and restore for full device and for container only data.		X
6	**Policy**		
6.1	The solution shall support the ability to administer policies by group, individuals, and complex groups (multilayered, hierarchal).		X
6.2	The solution shall support using Active Directory and/or native policy administration.		X
6.3	The solution shall be able to support multi-layered hierarchical user groups that require different levels of security and compliance. (Example – an Agency set policies in addition to any policy inherited from the State)		X
6.4	The solution shall have the ability to restrict lower tiered administrators (managers) from changing or deleting policies enacted by higher level administrators.		X
6.5	The solution shall support the ability to manually push policies to devices in real time.		X
6.6	The solution shall support the ability to set a default policy and to override the default for approved exceptions.		X
6.7	The solution shall support over the air (OTA) for policy deployment.		X
6.8	The solution should support the ability to sync the policy with Active Directory updates and changes.	X	
6.9	The solution shall support the ability to set policy by MDM managed applications.		X
6.10	The solution shall support the ability to set policy by location for MDM managed applications.		X
6.11	The solution shall have the ability to support policies for a single user with multiple devices (State and BYOD).		X
6.12	The solution shall be able to set policy by device hardware model.		X
7	**Application Management**		
7.1	The solution shall support a native private Application repository (library).		X
7.2	The solution should support a document library, with the capacity to store up to 3,000 documents, for end users to download State documents.	X	
7.3	The solution shall have the ability to segment the library by groups.		X
7.4	The solution shall support ability to control access to the App/document library by group.		X
7.5	The solution shall support the ability to restrict the end user access by segmented library and application within the library.		X
7.6	The solution should support the ability to allow an end user access to more than one segmented library.	X	
7.7	The solution should support the ability for an end user to search the App/document library by key word.	X	
7.8	The solution shall support application bundling.		X
7.9	The solution shall support Application Management access rules for specific user groups/types for MDM managed applications.		X
7.10	The solution should support the ability for end users to give feedback on applications.	X	
7.11	The solution shall have a decentralized application management administration that supports multi-level/hierarchical structure.		X
7.12	The solution shall have the ability to manage authorization and authentication via role based groups		X
7.13	The solution shall support application deployments by security group, policy group, types, agency, and specific applications.		X
7.14	The solution should provide the ability to design workflows to manage application submission, review, and approval.	X	
7.15	The solution should have the ability to configure the MAS for decentralized	X	

#	Requirement	Importance of Requirement	
		Desirable	Mandatory
	application lifecycle management.		
7.16	The solution shall have the ability to automatically and manually push updates for MDM managed applications.		X
7.17	The solution shall support the ability for end users to download updates for Apps.		X
7.18	The solution shall support the ability to remotely uninstall MDM managed applications.		X
7.19	The solution should support the ability to deny an end user the ability to remove a MDM managed application.	X	
7.20	The solution should support the ability to prevent or detect an end user from overriding a MDM managed application removal.	X	
7.21	The solution shall support the ability to disable selected applications, including pre-installed Apps.		X
7.22	The solution shall have the ability to validate applications during download/installation.		X
7.23	The solution shall have the ability to remove all State Apps when the user/device is de-enrolled.		X
7.24	The solution shall support access to other App repositories/stores/markets and private 3rd party/federated stores.		X
7.25	The solution shall support the ability to disable or granularly restrict access to specific public App repositories or applications within the repositories.		X
7.26	The solution shall support and enforce the ability to Blacklist and/or Whitelist applications.		X
7.27	The solution shall support application wrapping.		X
7.28	The solution shall protect from application data leakage.		X
7.29	The solution shall restrict application “side loading” defined as the process of transferring data between two local devices such as smart phone, PDA, tablet or Android devices by installing an application package in APK format.		X
7.30	The solution shall have the ability to restrict or control Apps from saving data from the container to another area outside of the container on the device.		X
7.31	The solution shall validate the MDM managed application at launch for OS and App compatibility.		X
7.32	The solution shall have the ability to restrict access to a MDM managed App if the device is non-compliant.		X
7.33	The solution shall have the ability to send messages to the device including messages for App changes and if the device is non-compliant.		X
7.34	The solution should have the ability to support file sharing and synchronization with Microsoft SharePoint.	X	
7.35	The solution should integrate with VPP to enable administrators to centrally manage App licenses and redemption codes and track App installations.	X	
7.36	The solution should automatically release the MDM managed application licenses when the device is removed from the MDM solution.	X	
8	**Monitoring and Reporting**		
8.1	The solution shall have the ability to determine if an end user is complying with security policies in real time.		X
8.2	The solution shall support the ability for periodic compliance checks on the device.		X
8.3	The solution shall support the ability to request security compliance checks by setting an automated check or manually requesting one.		X
8.4	The solution shall have the ability to alert administrators and user of security policy incidents.		X
8.5	The solution should have the ability to support usage or integration with HP OpenView for monitoring and alerts	X	
8.6	The solution shall have the ability to detect jailbreak or rooted devices either		X

#	Requirement	Importance of Requirement	
		Desirable	Mandatory
	OTA or tethered.		
8.7	The solution shall be able to prevent and detect any manual overrides of State MDM configurations or policies.		X
8.8	The solution shall monitor the health and integrity of the device.		X
8.9	The solution should be able to query a device for installed applications in the State's container.	X	
8.10	The solution should monitor the device and provide a dash board for alerts, alarms, and inventory tracking.	X	
8.11	The solution should be able to request a device to "check-in".	X	
8.12	The solution shall support the ability for intelligent reporting and trend analysis for security related events to recognize unusual and potentially malicious patterns from a device within the enterprise, including unlock attempts or password changes.		X
8.13	The solution should have the ability to provide alerts to other State network management applications using SNMPv3 or SNMPv2.	X	
8.14	The solution should have the ability to integrate with business intelligence tools for reporting.	X	
8.15	The solution shall have pre-defined reports and the ability for the State to create their own custom reports ad hoc.		X
8.16	The solution should support both text and statistical graphic reports.	X	
8.17	The solution shall support help desk/trouble shooting tools and reports /error logs for problem triage.		X
8.18	The solution should report and have the ability for trend analysis on mobile service usage for data downloads/uploads, SMS, App downloads, App usage, document usage, overages, inactive phones and device tracking/GPS mapping.	X	

LIQUIDATED DAMAGES / REMEDIES

Performance Area	Performance Item	Measurement / Reporting Period	Liquidated Damage / Remedy
MDM-MAS Solution Availability	The MDM-MAS solution is not available for State access in accordance with Section A.11.d above.	Measured: Monthly Reported: Monthly	Fifteen percent (15%) of Contractor's MDM-MAS Gross Revenue for the month *
Problem Management SLA Exceptions: Critical or Major Problem Fixed	The State detects more than two (2) Contractor failures to conform to Critical or Major SLAs within the timeframes detailed in Contract Section A.11.e.ii. Failures in these two categories are additive in a given month. For example, if the vendor fails to repair one Major Problem and two Minor Problems within a given month, then the State may avail itself of the remedy for this SLA.	Monthly	**Compensation for a Given Month**: Should non-conformance apply to a given month, 10% of the Contractor's Gross MDM-MAS Revenue under this contract shall be paid. **Compensation for a Second Consecutive Month**: Should non-conformance apply to a Second Consecutive Month, 12% of the Contractor's Gross MDM-MAS Revenue under this contract shall be paid. **Compensation for Nth Consecutive Months:** In each consecutive month beyond the Second Consecutive Month of non-conformance, 15% of the Contractor's Gross MDM-MAS Revenue under this contract shall be paid.

* Contractor shall pay this and other compensation amounts in this table through reductions to the next invoice submitted subsequent to notification by the State of Contractor's non-compliance. In the event that no invoices remain, or the invoice amount is insufficient to cover the compensation amount, the Contractor shall pay the compensation amount to the State using a method of the State's choosing.