**RFP # 0000000748 BUSINESS PROPOSAL**

**ATTACHMENT E**

**Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.**

***Business Proposal***

* + 1. **General -** Please introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

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| **Mi-Case Response to Section 2.3 begins below:** |

**OUR STORY**

Mi-Case is a focused division of the international consulting group Business & Decision, providing industry expertise and consulting within Criminal Justice and Public Safety systems.

The Mi-Case team and the Mi-Case Software framework, which is a world class industry leading Offender Management System, gets to operate as its own divisional unit, while also leaning into the larger global support and reach that parent company, Business & Decision, affords.

Founded in 1992, Business & Decision is a global management, strategy consulting and systems integrator with over 2,600 employees worldwide. Together with Mi-Case, Business & Decision leverages a unique combination of technical, functional and industry specialization, as well as partnerships with key software vendors, to deliver maximum-value projects.

Mi-Case was initially deployed in Europe with successful implementations throughout England. In 2007, the state of Maryland awarded the Maryland Offender Case Management System Replacement (OCMS) contract to Mi-Case. Since then, Mi-Case has 3 successful Department of Correction Mi-Case implementations, including the states of Maryland and Arizona, and the European country of Belgium. And, with the acquisition of Business & Decision by the Orange Company ($41B revenues) in 2017, we continue our expansion of the Mi-Case solution in the U.S. with exceptionally strong support and investment from our parent Orange.

Mi-Case was founded on the belief that a better future for the offender begins with lightening the load of those managing the corrections journey. The name “Mi-Case” was chosen as a direct result of seeing the software so directly implicated in the result it was hoping to produce. At the core, what is at stake within the OMS journey for any participant is the quality of one individual’s life. Each offender entered into the system is one, distinct individual. While “corrections” speaks to the sum of the whole, on any given day, the entire OMS system is always working with the hope of creating efficiencies that help in getting *one* individual back on track.

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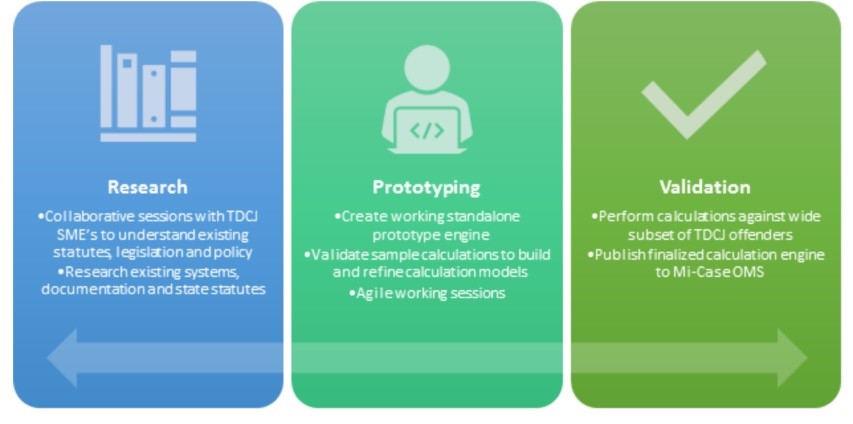
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**SENTENCE CALCULATION:**

* **THE MI-CASE ADVANTAGE:** Mi-Case has a successful track record of accurately calculating over 600,000 sentences since successfully implementing the Mi-Case OMS in both the states of Maryland and Arizona.
  + Arizona: Over 460,000 sentence calculations performed since implementation.
  + Maryland: Over 140,000 sentence calculations performed since implementation
* **MI-CASE APPROACH**: A sentencing calculation software is only as useful as its ability to calculate to the state’s exact specifications. Our approach involves starting with our core Mi-Case software and working specifically with each state to then make sure the calculation process is programmed to the exact legal and business needs of the state. Given we have a proven success record in this area, IDOC can expect that we will come with the right questions to ask to make the process go smoothly and launch with full functionality, alleviating the burden on your staff to drive that process alone. We achieve this through a proven process of:



* **HELPING YOU AVOID:** Inaccurate sentence calculation is about more than a data processing defect. Our corrections background constantly reminds us that this feature in particular is about the lives of the offenders and the reputation of IDOC which are at stake. We understand that even a single error can lead to costly and embarrassing exposure, such as that seen of late in the state of South Carolina, where a single error held one inmate in prison two years past his release date. By taking the correct approach in establishing the most accurate and strictest process for sentence calculation, we have thus been a partner in helping Maryland and Arizona avoid any such exposure.

**DATA MIGRATION**

* **THE MI-CASE ADVANTAGE:** We recently completed a full, live implementation in 2019 for the Arizona Department of Corrections that saw NO data lost or corrupted in the entire implementation process with:
  + 8 primary legacy systems migrated
  + Over 310,000 total inmates and inmate related records migrated
  + Over 750,000 total sentences migrated
* **MI-CASE APPROACH:** Our “white-glove” methodology of moving data from legacy systems is four-fold:
  + Identify what the exact data needs are
  + Data evaluation and refining process
  + Set uniform data standards
  + Practice continuous Migration Data Testing until its perfect

Through this structured methodology and bullet proof migration approach, we have ensured that not even the smallest detail is lost and every piece of data is completely validated by employing both automated and manual levels of verification, checking along the way to ensure zero corrupted or lost detail. This is our standard - we accept nothing less.

* **HELPING YOU AVOID:** We understand that loss of offender records would not only leave you with an incomplete system, but leave your agency potentially leaning on the old system until you are able to resolve the problems. Time, money, and lost confidence of the employees can be devastating to the long-term implementation process and can result in workarounds that undercut the larger IDOC goals. Our process is also set up to ensure that data can be migrated in a shorter window, leaving you reassured that your agency will not experience long periods of system usage inactivity within your implementation.

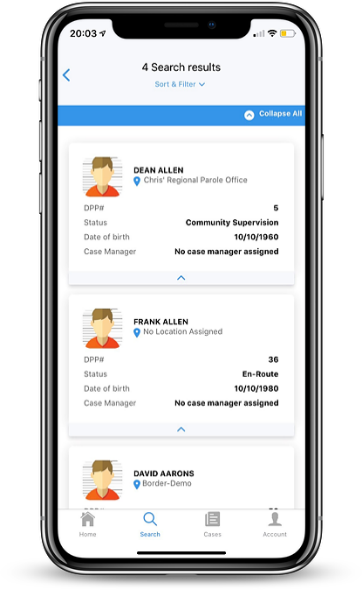
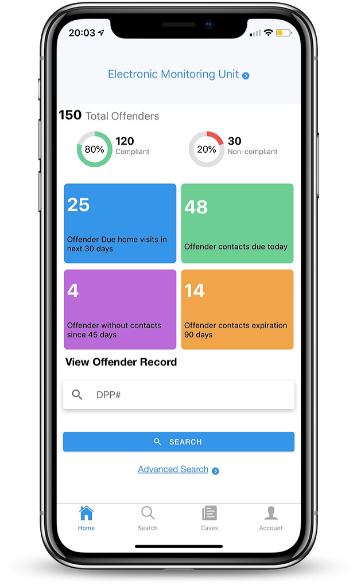
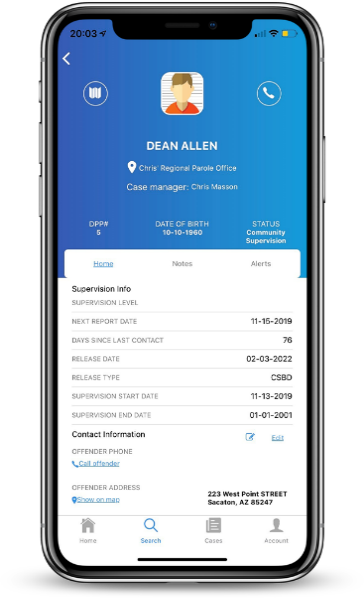
**CHANGE MANAGEMENT**

* **THE MI-CASE ADVANTAGE:** Having Mi-Case team members who have implemented OMS on a correctional level themselves, as well as now 2 successful stateside live implementations, we have seen firsthand what a complex and emotional process an OMS implementation can be. We know how to come alongside you to paint the picture of how much better it will be once an agency has learned the new system, and make all employees feel heard and bought in. Once they themselves are involved in the goals for better outcomes, as well as experience the lightened workload and advantages the new system brings, they will grow eager to support the implementation process.
* **MI-CASE APPROACH:** The advantage of our approach is that it sees the value of equally weighting the communication and learning processes. While it will take time for everyone to adjust, we know from our experience that it can happen much faster if everyone feels they are equipped with the right information early on in the process, and kept in the loop on an ongoing basis. Our change management team will work closely with the IDOC change management manager to craft a detailed communication plan for all stakeholders. We will also work diligently alongside IDOC to ensure that all affected employees are provided the necessary training and documentation to accomplish a successful software implementation
* **HELPING YOU AVOID:** Implementing a new, all-encompassing OMS is not something you do every day--let alone hope to do more than once. So, it will be natural for you to have questions and concerns as to how best to guide your agency through this process to achieve the desired results. We invite and expect you to lean on our previous implementation experiences to help guide the right efforts for your employees. We are an ongoing partner with you in this process and partnering with you in leading your change management efforts to champion the process.

**MOBILITY**

We also wanted to take a moment to highlight that Mi-Case is a fully **mobile ready and capable** software. With the growing reliance of all ages of individuals on smart devices such as smartphones and tablets, mobile is no longer an optional feature. For an OMS to even be considered ready to manage the corrections of the future, it is quickly becoming evident that mobile capabilities are central to future success.

Mi-Case has invested heavily in developing a full suite of applications that empower mobility, as visualized below. We believe that the Mi-Case Mobile solution will be a critical feature for the IDOC project and will highlight the many benefits of implementing a new Offender Management System. Mobile will bring the full power of the Offender Management System to the Corrections professional no matter where they are.



Specific benefits from mobility to highlight are:

1. View the officers current caseload – and longest last known contact visit.
2. View a specific offender record
3. Review the offenders demographics including age, address, contact number, current mug shot picture.
4. Review case notes on the offender. View all of the case notes which have been added to the offender record since they were placed on probation by any officer during that supervision.
5. Review current supervision conditions.
6. A map that would allow an officer to visit the known address for the offender for either a home or workplace visit.
7. A link to the offender’s phone number to place a call.
8. The ability to update the offenders contact information.
9. The ability to take a new picture of the offender and upload it into the Mi-Case OMS and then view the new mug shot on their smartphone.
10. The ability to type or dictate a new case note – so that up to date information is kept on the offender which strengthens Public Safety.
11. Dashboards for Corrections Managers – what’s the longest it has been since an offender has been seen on probation? Who has missed a scheduled drug test? These are critical questions and with Mi-Case Mobile the answer is displayed quickly, securely, and right on your smartphone.

**Mobility for Safety**

Safety of the workforce is an added benefit of mobility in the digital age, providing your users with access to relevant and up-to-date data ensures that they are operating with the latest view of the world. From providing real time case notes, to ensuring that when others are entering information it is getting to the field immediately. Compound this with the ability for the field to report their activity and share actions immediately, means those that supervise the officers are in complete control of their teams. Mi-Case believes in making the lives of officers both safer and more efficient, the Mi-Case Mobile solution, does just that.

**Mi-Case Mobile – the Future**

Mi-Case continues to invest heavily in new functionality needed in the corrections industry. Our team of Corrections professionals continue to build out new functionality each month for both Operations and Community Corrections. As part of our proposal, we would like to work with IDOC business staff to prioritize functionality and releases for Mi-Case Mobile.

**IDENTIFIED AGENCY RISKS THAT EXIST TODAY AT STATUS QUO**

* IDOC’s ability to incorporate and implement ever-changing state and federal requirements in a timely and efficient manner could result in state and federal non-compliance, incorrect sentencing, incorrect programming and inaccurate release tracking.
* The threat to the continuous, uninterrupted operation of the IDOC systems given the diverse and aging technology.
* Increasingly inaccurate, conflicting, and corrupted offender data (i.e. sentencing, classification, grievances, visitation, trust funds, re-entry, parole, etc.) given the disparate databases that may put data quality at risk if a data audit is not completed as part of data migration and conversion for the new system implementation. This risk could result in incorrect data, legal ramifications and negative publicity if the poor data quality results in incorrect sentencing, release, etc.
* Increasing annual cost of ownership for IDOC systems that will continue to grow if not addressed.
* Significant decline in the number of personnel with technical expertise to maintain and support IDOC systems and databases within the agency and in the vendor marketplace.
* Continued heightened data security risks that could result in legal ramifications and negative publicity if not properly addressed.
* Continued risk pertaining to system maintenance and upkeep that could result in business/operational interruptions if not addressed.

**NEW SYSTEM GOALS & PURPOSES**

While technology has advanced greatly since the IDOC implemented its current OMS legacy system, one thing remains constant - the IDOC mission. With over 26,000 incarcerated felons and 6,400 employees across the state, it is imperative that the IDOC procures a consistently reliable, fully integrated, modern system to uphold its mission.

The new OMS system, must support the successful collection of accurate data across programs and provide the ability to translate that data into meaningful information upon which to make informed decisions. This requires a single source, relational database that is configurable, flexible, scalable, web-based and mobile-ready.

Mi-Case is designed to help organizations, such as the IDOC, who struggle with inflexible and expensive legacy OMS systems and need to deploy a modern solution with the necessary agility, flexibility, and cost-effectiveness to dramatically improve operations. Our priority is to provide a system which effectively maintains and supports the highest quality of correctional supervision and services.

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|  | **New System Goals** | **How Mi-Case Achieves Them** |
|  | A sustainable software system developed by leading experts within the corrections software industry to ensure the system will be operationally available, reliable, and continue to be improved and supported in the future. | **This is the LAST Offender Management System IDOC will need to purchase!** The Mi-Case application and hardware will continuously be updated at **NO** cost to the IDOC to ensure it is always running the latest and most sophisticated software. With our Evergreen commitment, **the IDOC will not have to worry** about becoming a legacy product. Mi-Case is also fully architected to be a cloud-based solution ensuring an **operational uptime of 99.9%.** Our goal is that Mi-Case will be “always on” for the hardworking IDOC personnel who rely on this critical technology. |
|  | An extensible design concept that will allow future enhancements in functionality without changing the internal structure of data flow of the system | IDOC has many critical business processes throughout its corrections operations. Some of these processes are recorded in silo systems, while others are tracked or managed on a manual basis. **Mi-Case will work diligently and collaboratively with IDOC to build out those critical business processes into the Mi-Case product**. Our highly sophisticated, Correction’s-designed product allows for the growth of modules within the OMS. If IDOC can dream it, we can build it! |
|  | A secure platform that will continue to protect the system and the data it contains against intrusion and unauthorized use. | The Mi-Case application was built with security in mind. **Two-factor authentication, integration with active directory and role-based security come standard in all our system implementations.** In addition, we shall use the latest version of an industry standard relational database which incorporates **encryption at rest and data transit encryption**. And to ensure staff are only using the application for business use, our full logging and reporting of key modules ensures system transparency against improper use. |
|  | Automation and elimination of redundant data entry that will allow reallocated resources to improve classification, housing, and quality of Offender support services for individualized treatment plans that will be used throughout their incarceration. | Mi-Case was founded on the principle that managing offenders while lightening the load for officers, would result in significantly better outcomes. Staff and officers have significant responsibilities and cannot be entering offender data in a silo platform. **Mi-Case was designed by the Correctional professional to ensure offender data is entered only once, and then used throughout the system.**  Better case plans, better treatment plans, better data and actionable information will allow IDOC to continue to drive down recidivism. |
|  | Business intelligence (Bl) and ad-hoc reporting tools to support the identification of valuable evidence-based practices, offender trends as related to programs, risk assessment historic results, job and education opportunities, and the needed information for policy decisions that are data-driven | The Mi-Case suite of BI data analytics and reporting tools will allow IDOC to better understand the data which has been collected on offenders. Understanding the data will allow for evidenced-based decision making which improves offender outcomes. **The use of data analytics from the Mi-Case OMS will create predictive analytics models which can be used to both improve efficiency and effectiveness of offender programs, treatment, education, and vocational skills to ensure a successful re-entry of the offender.** |
|  | A system that meets or exceeds the system and software requirements and specifications outlined in the System/Software Requirements Readiness Matrix and is compatible with the Department's current technology architecture, as well as is adaptable and expandable to meet future needs. | The goal at Mi-Case is to **never just meet** our customer’s requirements - our goal is to **always exceed our customer’s expectations**! From zero failed implementations, to zero production defects, to onsite staff that respond to issues immediately – **our goal is to ensure that IDOC has the best in class OMS system in the world.** IDOC is purchasing an OMS system – but if Mi-Case is chosen, you will also get a partner whose only goal is to help IDOC improve offender outcomes, reduce recidivism, and lighten the load for the officers who work tirelessly each day to ensure the safety and security of the corrections community. **We want to be your partner on this journey!** |

As the market leader in OMS legacy replacement projects, the IDOC project is very important to Mi-Case. We have applied thought and creativity in our response to maximize the value our approach provides within a short time while managing risk. Our proposal demonstrates five capabilities that contribute to maximizing this value, each one is summarized in the sections that follow.

**CAPABILITY ONE: TOP LEVEL CUSTOMER SERVICE WITH INDUSTRY EXPERTS**

As IDOC undertakes the effort to implement a comprehensive, fully integrated OMS, it is fundamental to the success of the project that the IDOC selects the right partner. If not done correctly, implementation of the new system can pose significant risks to public and institutional safety, while burdening both the IDOC and the Indiana taxpayers with substantial cost.

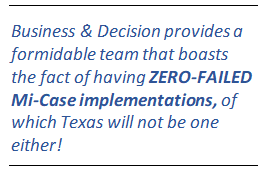
Mi-Case prioritizes providing top-level customer services. It is core to who we are as an organization. From the beginning we know that this endeavor represents a significant change for you. Leveraging over 26 years providing consulting and system implementation services worldwide for government entities and out team members with deep experience in the corrections domain, we are here to help guide you through that change as smoothly as possible.

More specifically, Mi-Case has assembled a multidisciplinary client service team, under the leadership of the Customer Service Representative and Project Manager. As demonstrated in our Response, our highly skilled resources have over 200 years of collective experience in enterprise software deployments and correctional knowledge. Our team is experienced and tenured. We are confident you’ll find our team will provide outstanding value to the program.

In addition, our team will not only act as your integrator but also as change agents, where appropriate, with your business teams. We understand that it is not only important to successfully implement this project from a technology standpoint, but also to set the foundation for improved business process for the IDOC to benefit from a modern OMS. As our client references confirm, our proven ability to implement an OMS solution provides the IDOC with the confidence that the Mi-Case solution will be its last OMS replacement project.

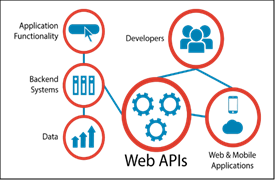
Finally, The Mi-Case team are the only team in the industry that can boast of the most recent successful OMS implementation in the last 2 years; meaning IDOC can access a team with the drive to succeed, a team with the most recent experience of OMS implementation and a team with the knowledge of the most recent technology advancements in the industry. ***In short, a winning, successful and powerful partner for IDOC.***

**CAPABILITY TWO: EXTENSIBLE AND FULLY INTERFACEABLE TECHNOLOGY**

The Mi-Case OMS provides a modern, comprehensive, web-based framework that provides a complete OMS solution for a large picture view of the incarcerated population and more effectively manage processes from intake to release correctional agencies. Our history of zero-failed implementations centers on several core features.

**Interfaces and Bi-Directional Data Flows**

First, the Mi-Case open technology platform integrates with other systems to allow the sharing of data across multiple applications and users. With its full set of web API and web services, the Mi-Case Framework exposes key data points to ease the development of interfaces needed for good public safety, By working closely with our customers, the Mi-Case Framework is able to interface to both industry standard systems and data sets, alongside very specific single-agency use interfaces. For example, the IDOC can benefit from our developed interfaces for:



* Social Security Administration reporting
* ‘Livescan’ Fingerprinting systems
* ‘Appriss’ VINE (Victim Notification)
* Keefe Commissary Canteen and Banking
* HL7-Compliant Medical feeds
* *And many more…*

While this is not an exhaustive list, it demonstrates how Mi-Case has worked with our industry partners to successfully deliver interface and bi-directional data flows. As previously stated, Mi-Case commits to developing the interfaces detailed in the RFP solicitation.

**Evergreen IT Methodology**

Second, Mi-Case practices an Evergreen IT methodology, based on the central belief that an organization’s hardware and software should always be up to date, iterating its systems to adhere to the latest industry versions.

As part of our Evergreen IT approach, Mi-Case recommends a fully hosted solution, thus allowing hardware refreshes and scalability to no longer be the concern of the IDOC. This model refreshes the operating systems, hardware, network and related infrastructure components of the solution on a scheduled basis to keep up to date with advancing technologies.

**Cloud-Ready**



Third, the Mi-Case OMS is truly cloud ready. Whether that be, private, public or a hybrid cloud, Mi-Case can distribute the Mi-Case framework into any industry standard approach for cloud infrastructure. As a Microsoft Azure partner, Mi-Case can deploy to an Azure instance in hours. In fact, we recently engaged with Microsoft to provide a route for our clients to access the Government Azure Cloud service.

Mi-Case can quickly tune the Mi-Case OMS based on system utilization and performance. This offers an elastic, load-balanced environment to allow the Mi-Case framework to be auto-extended to meet the user experience needs of our clients during heavy-load periods.

**Secure and Robust**

Finally, Mi-Case is forward thinking when it comes to security. We have implemented best practices such as encryption-at-rest and in-transit, as well as continuous scanning of the Mi-Case framework to reveal security flaws. We share those results with our customers and quickly react to any issues with our on-site/near site dedicated teams. Moreover, IDOC can be confident that the solution is both FedRAMP compliant and meets the strict CJIS compliance rules for storing and sharing data within the cloud.

As a best-in-breed solution with long-term proven success in the corrections environment, the Mi-Case solution provides an effective, standardized, easy to use system that will allow the IDOC to successfully fulfill its mission and manage is programs, while representing the most advanced technology available.

**CAPABILITY THREE: A DEFECT-FREE DRIVE & PROVEN APPROACH**

The approach to the OMS project is critical. If not done properly, the State risks a project that runs over budget and fails to make needed deadlines resulting in potential funding cuts, safety risks and operational challenges. By adhering to a proven project management and implementation approach, Mi-Case provides a framework for long-term success.

Specifically, our approach employs a robust project initiation and management plan leveraging insights from past OMS engagements and considering the long-term implications of each decision made. Based on our experience with other states, our deployment methodology details the specific techniques we employ at each project phase and references the associated procedures and tools for the full life cycle of the project delivery. Today, we attribute our consistent on-time, on-budget implementation success to the deployment and utilization of the appropriate levels of governance with the associated policies and procedures.

Next, a significant part of the IDOC’s long-term success on the Mi-Case platform will be a function of the ability for the IDOC to make configuration updates without cost overruns. Mi-Case has enhanced its ability to manage the end-to-end process using one configurable solution, a strong sentence calculation component and a write-once-use-many approach to making offender information available. This approach has created efficiencies and removed the human element to create a more accurate system that enables users to focus more on their respective roles than data entry

Third, Mi-Case considers every defect a waste of time, energy and money. While a few defects might be something government departments expect, we see software defects as a major impediment to a positive implementation. As a result, we are driven to continue pursuing a defect-free or nearly defect-free approach to OMS implementation.

Finally, as the IDOC embarks on this high profile endeavor - the complexity of which from an IT organizational change perspective, is something the IDOC may not have been involved with since at least the development of the current OMS – it is crucial that the IDOC works with a dedicated on-site and near-site team to ensure that system does not become another legacy system. We also appreciate the importance of training and knowledge transfer at each phase to better enable the IDOC staff in making configurations on your own. Our collaborative approach will bring your team along on the journey, so they are positioned for future success.

**CAPABILITY FOUR: YOUR PARTNER WITH ONGOING SUPPORT AND MAINTENANCE**

Mi-Case makes a commitment to our clients from the start. Unlike other vendors who rely on a remote team and attempt to implement a complex OMS without face-to-face contact, Mi-Case recommends an on-site team – a team in Indianapolis, Indiana. Therefore, if awarded the contract, Mi-Case would request the ability to be co-located with the IDOC project team. If not possible, Mi-Case will look to open an office located close to the IDOC headquarters. The Mi-Case management team have already identified a suitable office location and are read to execute an agreement for this space.

Mi-Case also supports its customers after implementation with on-site/near-site permanent Customer Support and Service teams which are available 24/7, 365 days-a-year to support you. As a result, Mi-Case keeps defects to a minimum – our top priority. We continually strive to maintain high customer satisfaction by addressing client needs in the most efficient manner possible. We encourage IDOC to reach out to our existing clients to validate this approach and commitment.

Finally, during late 2020, Mi-Case will be hosting the first North American Mi-Case User Community Group meeting. This event will see practitioners, users, SME’s, CIO and other technologists meeting to share user stories, experiences and thought leadership. This event, like events that had been held in Europe, is designed for organizations that have adopted the Mi-Case Framework to discuss the real issues involved with implementing and running an enterprise OMS. Bringing together this group of people, who may be at different maturities of their implementation, is vital in ensuring that Mi-Case understand the voice of the customer. This in turn is used to make the Mi-Case framework and service delivery better. We would welcome IDOC to this event, should we be successful in this solicitation.

**CAPABILITY FIVE: OUR LONG-TERM COMMITMENT TO YOUR SUCCESS**

Replacing the IDOC legacy system environment is not a decision the department has to make twice. The IDOC needs to be confident that the partner you select is one that shares a commitment to your success. With the Mi-Case OMS, the IDOC can rest easy that system will work as it is intended, with any identified defect being resolved quickly through local, dedicated customer service representatives.

In the end, while a partner may bring the right technology, people, methodologies and tools to the IDOC project, its outcome will also be determined by its commitment. It is a commitment to bringing innovations, new ideas and a drive for results. It is a commitment to considering the people dimensions of large-scale transformation. And it is a commitment to focusing our work on producing documented business results, not just new technology. Mi-Case brings that commitment to your success.

**WHY MI-CASE IS THE RIGHT CHOICE**

Mi-Case knows the long-term scope and goals of this project, the need to manage risk, and the demand to prove the capabilities of the platform early on. With its antiquated technology environment, the IDOC must create a new business model to alleviate the challenges associated with inmate admission, movement and release. In particular, the IDOC’s business processes and data sharing model must be modernized for the IDOC to input, monitor, modify, and report vital data both readily and accurately to protect the safety of IDOC employees and Indiana citizens.

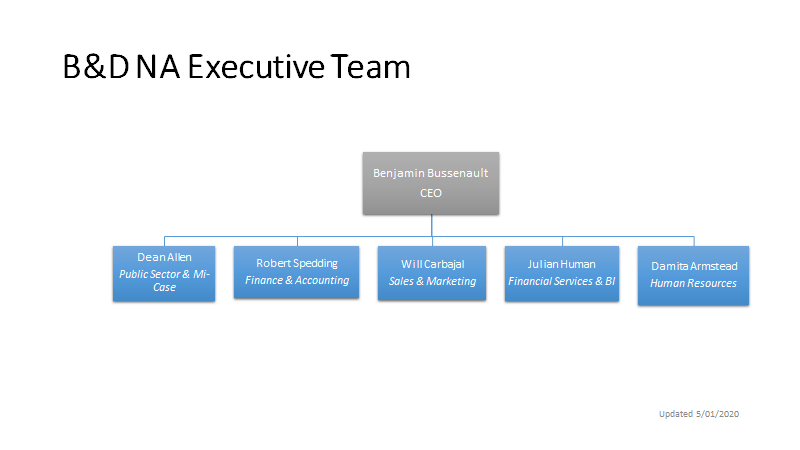
Mi-Case delivers an enhanced OMS framework to achieve the IDOC’s goals by enabling the following:

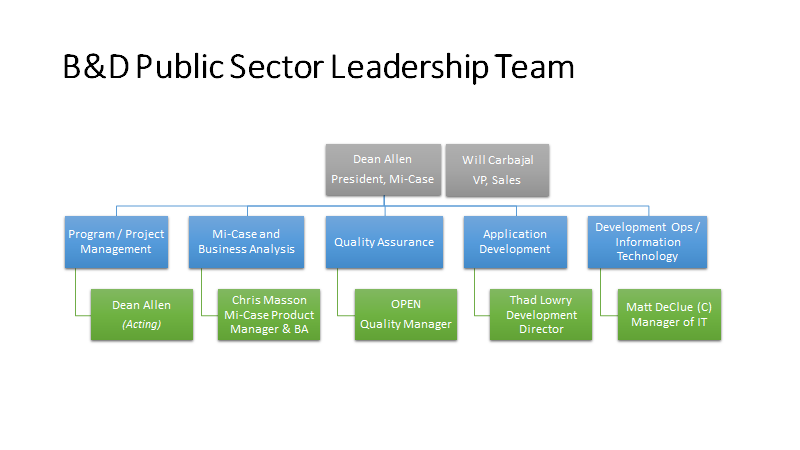
* Bigger Data: Mi-Case allows for more thorough collection of data, and more cross-divisional data being shared seamlessly;
* Better Offender Outcomes: The more data that’s being shared means a better head start for case managers in planning rehabilitation, better data for officers to manage inmates, and better understanding of how to get offenders into the right programs at the right times;
* Lower Recidivism Rates: Better communication among corrections professionals; more divisions sharing better data seamlessly; less wasted time understanding offender histories; more information to get the offenders on the right path or keep them away from the wrong one – all of these positive changes lead to a better chance for rehabilitation;
* Proven Approach: With a configurable platform, it is possible to have an expedited implementation approach leading to a useable OMS in a shorter time period; and,
* Scalable Technology: The Mi-Case platform delivers a framework for growth and expansion as the needs of the IDOC change over time.

As documented throughout our Response, the Mi-Case solution will support the IDOC's business functional areas related to the management of offender information for both current and former offenders. As a fully integrated Commercial-Off-The-Shelf (COTS) solution, Mi-Case is prepared to configure and implement the project with minimal customization meeting the deadlines given in the IDOC’s two-phase approach. Further, we will work in close collaboration with the IDOC and any IDOC-contracted Independent Verification and Validation (lV&V) resources to implement the Solution in an iterative and incremental manner. Mi-Case is the right choice for the IDOC.

* + 1. **Respondent’s Company Structure** - Please include in this section the legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

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| We are incorporated in Pennsylvania, PA as a Corporation. We are in the IT Consulting Services and Software business. Please see our attached our certificate of authority for the State of Pennsylvania. This our organizational structure is as follows: |





* + 1. **Company Financial Information** - This section must include documents to demonstrate the Respondent’s financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

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| Please see the last two financial years attachments. |

* + 1. **Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

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| Rob Spedding, Business & Decision North America (PA) CFO confirms responsibility for the thoroughness and correctness of any/all financial information supplied in the proposal. |

**WORK OF THE BOARD OF DIRECTORS (FULL AND FINAL SETTLEMENT OF ACCOUNTS)**

Accounts (Balance Sheet, Income statement and appendices) are prepared by the Group's financial department and are first reviewed and validated by the operational member of the Board at the Business & Decision level. These accounts are then forwarded to the Statutory Auditors who start their audit tasks right away.

**I.6 STRENGTHENING OF CORPORATE GOVERNANCE RULES**

Through its governance bodies (Group executive committee, operational coordination committee, Board of Directors), Business & Decision strives to apply and adopt the governance rules recommended by the "Corporate governance code for small and medium capitalisation companies" known as Middlenext, namely in terms of transparency, remuneration and risk management.

* + 1. **Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.5.

|  |
| --- |
| Business & Decision accepts the Mandatory Terms and Conditions as discussed in RFP Section 2.3.5 and 2.2.2. Please see transmittal letter as requested. |

That said, we take exception to the following

INSERT:

**Liability**

**Each Party shall be liable for any damage directly attributable to it and caused to the other Party and/or third parties, excluding any indirect, consequential, exemplary, special, incidental or punitive damage. Thus, the Parties expressly agree that the following shall not give rise to compensation, whether it was reasonably foreseeable: any loss of profit, loss of revenue, loss of data, loss of customers, damage to image.**

**In the event that the Contractor’s liability is engaged under this Contract, on any basis whatsoever, the cumulative indemnification that may be claimed to the Contractor shall be limited to the annual run rate excluding VAT. However, this liability cap does not apply to personal injury or death, nor in case of gross negligence and/or willful misconduct of the Contractor.**

Indiana RFP:

|  |  |  |
| --- | --- | --- |
| PAGE | SECTION | COMMENT |
| 12 | Proposed Team d. and e. | If BD personnel cannot be on site because of force majeure situations such as events (e.g., travel/transportation restrictions, hotels being closed, illness, etc.) that are related to the current COVID-19 pandemic, then BD has the option to perform the work off-site or remotely. |
| 18 | 1.11 | The RFP and Business & Decision’s proposal and response to the RFP do not embody the complete and mutual understanding of both parties with respect to the terms, conditions and prices of the definitive agreement. The proposal and RFP response are intended for the State’s evaluation of the proposal only. The response to the RFP is intended by Business & Decision to be an exhaustive list of issues and concerns regarding the terms of the contract. The terms, conditions and prices of the definitive agreement are subject to negotiations by both parties. Neither party is obligated to sell, purchase, perform or deliver goods and services until the definitive agreement containing the entire terms, conditions and prices that are mutually acceptable to both parties is fully executed by duly authorized representatives of both parties. Business & Decision reserves the right to change or supplement its proposal and response to RFP (including comments provided herein) during contract negotiations. |
| 26 | 2.2.2 | Not acceptable. BD's sale and provisioning products and services will be subject to the terms, conditions and prices set out in the definitive agreement, which BD and State will negotiate in good faith if BD is awarded the business. |
| 28 | 2.3.5 | The RFP and Business & Decision’s proposal and response to the RFP do not embody the complete and mutual understanding of both parties with respect to the terms, conditions and prices of the definitive agreement. The proposal and RFP response are intended for the State’s evaluation of the proposal only. The response to the RFP is intended by Business & Decision (BD) to be an exhaustive list of issues and concerns regarding the terms of the contract. The terms, conditions and prices of the definitive agreement are subject to negotiations by both parties. Neither party is obligated to sell, purchase, perform or deliver goods and services until the definitive agreement containing the entire terms, conditions and prices that are mutually acceptable to both parties is fully executed by duly authorized representatives of both parties. Business & Decision reserves the right to change or supplement its proposal and response to RFP (including comments provided herein) during contract negotiations. |
| 28 | 2.3.5 | "Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract" - This sentence is not acceptable. This lets the State ignore BD's exceptions to the RFP and cherry pick BD's proposal. |
| 34 | 2.4.2 | The State's sole and exclusive remedy for failure to meet any SLA are the service level credits as provided in the relevant SLA. If there are any service termination remedy, it should be based on chronic failure to meet any material service level. BD should define what "chronic" means - e.g., frequency of material SLA failure per calendar month per X number of consecutive months. |

Attachment B:

|  |  |  |
| --- | --- | --- |
| **PAGE** | **SECTION** | **COMMENT** |
| 2 | 5 B. | BD should be able to assign to its affiliates (including companies within the Orange Group of companies) or to a third party in connection with a merger, divestiture or other change of control transactions. |
| 2 | 7 | BD is not entering into a contract with a Federal awarding agency and pass-through entity. Therefore, it cannot be a subrecipient. This federal regulation says: "The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section." |
| 2 | 9 | This section needs to be adjusted to address how and when BD will continue and/or commence work for the 1-year option periods. As currently stated, this means that BD must stop work completely at the end of the contract term and each option year. Is the State prepared for the consequence of work stoppage? BD will stop work without liability or penalty (including payment of any SLA credits) if continuation or performance of work is not authorized by the State. |
| 3 | 10 C. | This should be narrowed to withholding of payment of an invoiced amount due to a bona fide billing dispute. State must provide BD written notice of the billing dispute within 30 days of the invoice date. |
| 3 | 10 E. | Not acceptable. Claims unrelated to this contract should not give the State the right to withhold payment or terminate the contract or stop work. The claimant has the burden of proof to prove its case. |
| 4 | 11 | Not acceptable. The State's satisfaction is subjective. The State must pay invoices within 30 days from the date of invoice. Payment terms, including late payment fees should be inserted into the contract. Acceptance or non-acceptance of the services should be based on acceptance test, criteria and processes agreed by the parties. |
| 4 | 12 | Confidentiality obligation. BD request should be mutual. Confidentiality obligations should not apply to the disclosure of confidential information (i) that is in the public domain through no wrongful act or omission by the receiving party; (ii) that is rightfully received from a third party authorized to make such disclosure without restriction, (iii) independently developed by the receiving party; or (iv) that is disclosed pursuant to a requirement or request of a governmental agency or in connection with a judicial proceeding, provided that the receiving party gives as much advance notice thereof to the disclosing party as is practicable and uses reasonable efforts to limit the extent of any such disclosure. |
| 4 | 12 | "Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract. " - Not acceptable because it makes the contractor strictly liable even if it is not at fault. The contractor should only pay if the breach was caused by its negligence or willful misconduct. Unless the breach was caused by its willful misconduct, there must be a cap on the amount that the contractor is liable to pay. |
| 4 | 13 A. | BD should have the right to suspend, stop or terminate work and/or the contract without liability if the State does not pay or if the State commits a material breach of the contract. |
| 4 | 13 A. 2. | Change "best efforts" to "commercially reasonable efforts". BD will cooperate so long as the cooperation needed by the State does not cause BD to incur additional work or perform out of scope work for which it is not getting paid and does not interrupt BD's performance of the services. |
| 4 | 13 B. 1. & 2. | There should be pricing associated with the phase in /phase out services. The scope of these services and the schedule should be defined in the contract. |
| 5 | 13. D. | Note that this only says compensation for costs. BD should be entitled to costs + margin. |
| 5 | 15 | This section and Section 46 (Termination for Default) should be combined. Termination for cause and right to cure needs to be bilateral. BD requests to adjust this paragraph to allow us to stop work without liability or penalty in lieu of complete termination of the contract. Aggregate liability cap for direct damages should also be added to this section which are equal to BD's insurance policy limits. |
| 5 | 16. A. | BD requests in this sentence that disputes will be resolved through negotiation. |
| 5 | 16. B. | This should be mutual. |
| 6 | 16. C. | This department is responsible for reviewing and approving contracts, monitoring vendor performance, and contract administration. The dispute should be heard before an impartial tribunal to eliminate or minimize bias against or in favor of a party. |
| 6 | 16. F. | It would be up to the State to exercise its rights under this law. BD can't exercise the State's rights under this law. |
| 8 | 19 | BD does not accept. BD will agree to a non-solicitation provision. |
| 8 | 20 | The scope of force majeure is too limited; it does not cover any events or causes beyond the reasonable control of a party (I.e. epidemic). It also does not expressly say that the party claiming excuse due to a force majeure event is excused and is not liable for failure to perform. It suspends the performance of all obligations, including the ones not affected by the force majeure. |
| 8 | 21 | BD would like to discuss in the context of the right to terminate for convenience + a negotiated early termination charges that the State would be liable to pay BD. This is double dipping on termination right. It should also be limited to the lack of funding for subsequent contract year(s); it should not be applicable to the then-current contract year. |
| 9 | 24 | Indemnity is too broad and overreaching. It essentially allows third parties to become beneficiaries under this contract. BD agrees to discuss a mutual indemnity for third party claims for personal injury or damage to tangible personal property or real property that arise from the negligence of the party from him indemnity is sought. Rules for indemnity should also be specified (e.g., duty to promptly notify the indemnitor, duty to cooperate, right to control the defense, etc.). |
| 10 | 27 | BD rejects this section. The services and the OMS will be designed and provided per the specifications agreed by the parties. |
| 11 | 29. A. & B. | BD rejects this section. The services and the OMS will be designed and provided per the specifications agreed by the parties. Note that this refers to specific individuals.  If BD agrees to key personnel, it should:  > limit the commitment based on position/role (e.g., project manager, consultant), not specific person  > specify the FTE hours per week or month that each key personnel will work under the contract in relation to the FTE-based price proposal  > reserve the right to change the key personnel for any reason  > make it clear that BD key personnel are not exclusively dedicated to this contract (unless the State is paying for dedicated staffing). |
| 12 | 30 | BD rejects this section. Note that it refers to standards, which could be any standards. Anyone or any group can create a standard but that does not mean that BD should subscribe to it. |
| 13 | 33 | This should be mutual. |
| 13 | 33 | BD rejects the last paragraph. |
| 13 | 35 | RFP and the proposal do not embody the complete and mutual understanding and agreement of both parties. They should be excluded. Incorporating the RFP would negate the exceptions taken by BD to the RFP. |
| 14 | 36 | BD rejects this section as written. BD will provide an EULA. |
| 14 | 40 | The State should not disclose trade secret or confidential financial information of BD. |
| 15 | 41 | Process for renewal of the contract should be more clearly described. BD does not want to start work and be at risk of not getting paid. |
| 15 | 43 | BD rejects this section. For example, if BD fails to meet any SLA, then the State could argue that BD did not "fully perform" the contract. |
| 15 | 45 | BD rejects this section. This means that the State can reduce the scope of the contract and, therefore, reduce BD's expected revenue. This is a fixed price contract.   If this is a firm fixed price contract, the BD should be paid the total contract value. In the event of termination, BD reserves the right to impose early termination fees. |
| 15 | 46 A. 1. | Termination for cause should be mutual. |
| 15 | 46 A. 2. | BD rejects this provision because it is a time of the essence requirement. Delays may happen for whatever reason, especially these days in light of the pandemic. |
| 15 | 46 A. 3. & 4. | BD rejects this section because the State is already covered under (1). |
| 15 | 46. B. | BD rejects this section. These are indirect/incidental/consequential damages. |
| 15 | 46. C. | BD rejects this section. BD would continue to perform services and incur costs and not get paid. |
| 16 | 46. D. | Must be reciprocal. Should be subject to limitations. |
| 16 | 48 | Must be reciprocal. |
| 16 | 48 | BD rejects the last sentence because it makes BD liable for consequential, incidental, special, exemplary, punitive and other indirect damages. |
| 16 | 49 | What does highest professional and technical guidelines and standards exactly mean? Too ambiguous and also subjective. Acceptance should be based on mutually agreed acceptance criteria and process. |
| 16 | 50 | This does not make sense since we are not accepting several of the term and conditions of the standard contract. |

Attachment B1:

|  |  |  |
| --- | --- | --- |
| **PAGE** | **SECTION** | **COMMENT** |
| 1 | 1 | BD is going to use subcontractors and requests an exception to allow BD to disclose the data to the subcontractors as needed to perform their work on the project. |
| 1 | 2 | This is too broad. It should be limited only to areas within BD's control and assets, and should reflect the scope, nature and context of the services. |
| 1 | 3 | BD is proposing a cloud solution which BD does not own or operate. |
| 2 | 5. b. | This amount should be tied to the liability cap for direct damages specified in the contract so as not to double dip. |

* + 1. **References** - The State requests references for this proposal for a scope of work that is the same or similar to the scope of this RFP. Three (3) references must be provided for the Respondent, and three (3) for each of the Respondent’s subcontractors.

Reference information is captured on Attachment H. Respondent should complete the reference information portion of the Attachment H which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of Attachment H should be completed by the reference and either **mailed or emailed DIRECTLY** to the State. The State should receive one (1) copy of Attachment H from each of the three (3) reference clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. The State should receive one (1) copy of Attachment H from each of the three (3) reference clients for whom each subcontractor has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Attachment H should be submitted to [idoareferences@idoa.in.gov](about:blank) or mailed to the address listed in section 1.8 of the RFP. Attachment H should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

**Table 1: Respondent References**

|  |  |
| --- | --- |
| **Customer 1** |  |
| Legal Name of Company or Governmental Entity | State of Maryland, Department of Public Safety and Correctional Services |
| Company Mailing Address | 6776 Reisterstown Road, Suite 209 |
| Company City, State, Zip | Baltimore, Maryland 21215 |
| Company Website Address | .<https://www.dpscs.state.md.us/> |
| Contact Person | Kevin Combs |
| Contact Title | Chief Information Officer |
| Company Telephone Number | (410) 585-3102 |
| Company Fax Number | (410) 318-6004 |
| Contact E-mail | Kevin.combs@maryland.gov |
| Industry of Company | Public Sector - Corrections |
| **Customer 2** |  |
| Legal Name of Company or Governmental Entity | State of Arizona, Department of Corrections |
| Company Mailing Address | 1645 W. Jefferson Street, Suite 2115, MC310 |
| Company City, State, Zip | Phoenix, Arizona 85007 |
| Company Website Address | <https://corrections.az.gov/> |
| Contact Person | Holly Greene |
| Contact Title | Acting Chief Information Officer |
| Company Telephone Number | (602) 364-0600 |
| Company Fax Number |  |
| Contact E-mail | hgreene@azadc.gov |
| Industry of Company | Public Sector - Corrections |
| **Customer 3** |  |
| Legal Name of Company or Governmental Entity | St. Mary’s County Sheriff’s Office |
| Company Mailing Address | 41880 Baldridge Street |
| Company City, State, Zip | Leonardtown, MD 20650 |
| Company Website Address | <https://www.firstsheriff.com/> |
| Contact Person | Mary Ann Thompson |
| Contact Title | Deputy Wardon |
| Company Telephone Number | (301) 475-4200 ext. 72276 |
| Company Fax Number | (301) 475-4195 |
| Contact E-mail | MaryAnn.Thompson@stmarysmd.com |
| Industry of Company | Public Sector - Corrections |

**Table 2a: Subcontractor References**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Cashless Systems, Inc.** | **Javit Consulting (IVOSB)** | **aFit Staffing (WMBE)** | |  | | --- | | **Bucher + Christian Consulting, Inc. D/B/A BC*forward (MBE)*** | |
| **Reference 1** |  |  |  |  |
| Legal Name of Company or Governmental Entity | |  | | --- | | Ohio Department of Rehabilitation & Correction (ODRC) | |  | | CNO Services | |  | | --- | | eimagine | |  | |  | | |  | | --- | | Indiana Prosecuting Attorneys Council | |
| Company Mailing Address | 868 Freeway Dr. North | 11825 N Pennsylvania St | 8925 N Meridian Street | 302 West Washington Street, Room E-205 |
| Company City, State, Zip | Columbus, OH 43229 | Carmel, IN 46032 | Indianapolis, IN 46260 | Indianapolis, IN, 46204 |
| Company Website Address | https://www.drc.ohio.gov | www.onoinc.com | [www.eimagine.com](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.eimagine.com%2F&data=01%7C01%7Cjoe.miles%40bndna.com%7C56bbc10458f14666911508d7f039582d%7C327277fd8a664ec5a0e63cd527471e09%7C0&sdata=ccREBIopK6KHPjU4EZVqyNOsGC75iMyXkQJMM0J1ti4%3D&reserved=0) | www.in.gov/ipac |
| Contact Person | Ms. Michelle Matheron | Jason Beheler | Joel Russell | JT Parker |
| Contact Title | Project Administrator, Information & Technology | IT Program Manager | Founder and CEO | Chief of Staff |
| Company Telephone Number | 614-752-1306 | 866-595-2255 | (317) 577-5598 | 317-232-1836 |
| Company Fax Number |  |  | (317) 577-9959 | 317-233-3599 |
| Contact E-mail | [Michelle.Matheron@odrc.state.oh.us](mailto:Michelle.Matheron@odrc.state.oh.us) | Jason.beheler@onoinc.com | [jrussell@eimagine.com](mailto:jrussell@eimagine.com) | [JTParker@ipac.in.gov](mailto:JTParker@ipac.in.gov) |
| Industry of Company | State Government | Financial | Technology Implementation and Consulting Services | State Government – Public Safety IT |
| **Reference 2** |  |  |  |  |
| Legal Name of Company or Governmental Entity | Utah Department of Corrections | Finish Line | |  | | --- | | Indiana Office of the Lieutenant Governor/OCRA | |  | | |  | | --- | | Indiana Criminal Justice Institute | |  | |
| Company Mailing Address | 14717 Minuteman Drive | 3308 N Mitthoeffer Rd | Office of the Lieutenant Governor Statehouse | 101 West Washington Street, Room 1170, East Tower |
| Company City, State, Zip | Draper, UT 84020 | Indianapolis, Indiana 46235-2332 | Indianapolis, Indiana 46204-2797 | Indianapolis, IN, 46204 |
| Company Website Address | [https://corrections.utah.gov/](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fcorrections.utah.gov%2F&data=01%7C01%7Cwill.carbajal%40bndna.com%7C3e3d8d01d5ed42e66d3708d7ed0e3b87%7C327277fd8a664ec5a0e63cd527471e09%7C0&sdata=EsA0LBoz4rLevvM1TSw2tsJBJF1TM5ICIufxOTCABB4%3D&reserved=0) | [wwwfinishline.com](http://www.in.gov/cji) | [https://www.in.gov/lg/](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.in.gov%2Flg%2F&data=01%7C01%7Cjoe.miles%40bndna.com%7C56bbc10458f14666911508d7f039582d%7C327277fd8a664ec5a0e63cd527471e09%7C0&sdata=A0AIAxnoo25Tf8lEIVJX56r0rRP9P5l%2BxS6WWa%2BUbSM%3D&reserved=0) | [www.in.gov/cji](http://www.in.gov/cji) |
| Contact Person | Mr. Kim Thompson | Troy Castellano | Megan Zarazee | Devon McDonald |
| Contact Title | Application Development Manager | Manager | Director of Operations | Executive Director |
| Company Telephone Number | (801) 545-5643 | 317-899-1022 | (317) 232-8895 | 317-232-7611 |
| Company Fax Number |  |  | (317) 232-2924 | 317-232-4979 |
| Contact E-mail | [kimthompson@utah.gov](mailto:kimthompson@utah.gov) | Castellanot@yahoo.com | [mzarazee@ocra.in.gov](mailto:mzarazee@ocra.in.gov) | [demcdonald@cji.in.gov](mailto:DeMcdonald@cji.IN.gov) |
| Industry of Company | State Government | Retail | State Government | State Government – Public Safety IT |
| **Reference 3** |  |  |  |  |
| Legal Name of Company or Governmental Entity | Montana Department of Corrections | Borg Warner | |  | | --- | | Accenture | |  | | |  | | --- | | Indiana Department of Natural Resources | |  | |
| Company Mailing Address | 5 S Last Chance Gulch | 6626 Production Dr | 55 Monument Circle Suite 1200B | 402 West Washington Street, Room W256 |
| Company City, State, Zip | Helena MT 59601 | Anderson, IN 46013 | Indianapolis, IN 46204 | Indianapolis, IN 46204 |
| Company Website Address | [https://cor.mt.gov/](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fcor.mt.gov%2F&data=01%7C01%7Cwill.carbajal%40bndna.com%7C3e3d8d01d5ed42e66d3708d7ed0e3b87%7C327277fd8a664ec5a0e63cd527471e09%7C0&sdata=dYIqAJZUHjuS7HD%2BYt0oT4U5kDgJoCu%2FQ9fRVqz%2FhV0%3D&reserved=0) | www.borgwarner.com | [https://www.accenture.com/us-en](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.accenture.com%2Fus-en&data=01%7C01%7Cjoe.miles%40bndna.com%7C56bbc10458f14666911508d7f039582d%7C327277fd8a664ec5a0e63cd527471e09%7C0&sdata=WqswcByVaObmCUmkXKm8MJBtwxhkRqYIz9ox41CwO%2FM%3D&reserved=0) | www.in..gov/dnr |
| Contact Person | Ms. Kimberly Timm | Chris Schaffter | Amit Mehta | Samantha DeWester |
| Contact Title | Chief, *Financial Services Bureau* | IT Manager | Managing Director | General Counsel |
| Company Telephone Number | (406) 444-4903 | 800-372-3555 | (317) 267-3400 | 317-234-3869 |
| Company Fax Number |  |  | (281) 414-9637 | 317-233-6811 |
| Contact E-mail | [ktimm@mt.gov](mailto:ktimm@mt.gov) | Schaffter.chris@borgwarner.com | [amit.x.mehta@accenture.com](mailto:amit.x.mehta@accenture.com) | [sdewester@dnr.in.gov](mailto:sdewester@dnr.in.gov) |
| Industry of Company | State Government | Automotive | Technology Implementation and Consulting Services | State Government – Natural Resources IT |

* + 1. **Registration to do Business -** Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

|  |
| --- |
| We agree to registration provision prior to contract negotiations |

* + 1. **Authorizing Document -** Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

We agree to this Authorized Document provision (see below)

|  |
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|  |

* + 1. **Subcontractors -** The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent’s proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.:  
         
       Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor’s related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State’s evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.  
         
       The Respondent must list any subcontractor’s name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor’s responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women’s Business Enterprises under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women’s Business Enterprises information. Please enter your response below and indicate if any attachments are included.

|  |
| --- |
| Please see attached letter from Cashless Systems, Inc.(Cashless Letter.pdf). They have been successfully implementing inmate trust accounts for prisons and jails for over 30 years. |

* + 1. **General Information** - Each Respondent must enter your company’s general information including contact information.

|  |  |
| --- | --- |
| **Business Information** |  |
| Legal Name of Company | Business & Decision North America (PA) Inc. |
| Contact Name | Will Carbajal |
| Contact Title | Vice President |
| Contact E-mail Address | Will.carbajal@bndna.com |
| Company Mailing Address | 15333 N. Pima Road, Suite 103 |
| Company City, State, Zip | Scottsdale, Arizona 85260 |
| Company Telephone Number | (480) 250-6292 |
| Company Fax Number | n/a |
| Company Website Address | www.mi-case.com |
| Federal Tax Identification Number (FTIN) | 75-3210793 |
| Number of Employees (company) | 50 |
| Years of Experience | 15 |
| Number of U.S. Offices | 4 |
| Year Indiana Office Established (if applicable) | N/A |
| Parent Company (if applicable) | Orange |
| Revenues ($MM, previous year) | $41B (Orange) |
| Revenues ($MM, 2 years prior) | $41B (Orange) |
| % Of Revenue from Indiana customers | 0 |

* 1. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

|  |
| --- |
| See Attachment Section E (20200310 Certificate of Good Standing-PA.pdf) |

* 1. What is your company’s technology and process for securing any State information that is maintained within your company?

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| --- |
| All of the work we do for IDOC will be on the IDOC approved servers or cloud hosted solution and never on-site at Mi-Case locations. If there is ever a need, Mi-Case will follow IDOC authorization protocol for maintaining such data. |

* + 1. **Experience Serving State Governments -** Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

|  |
| --- |
| We have been contracted with State Governments for over 15 years. Currently we have contracts with the State of Maryland Department of Public Safety and Correctional Services, Arizona Department of Corrections, Arizona Department of Administration – Arizona Strategic Enterprise Technology and the Arizona Department of Health. |

* + 1. **Experience Serving Similar Clients -** Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

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| We have been contracted with State Governments for over 15 years. Currently we have contracts with the State of Maryland Department of Public Safety and Correctional Services, Arizona Department of Corrections, St. Mary’s County and the Country of Belgium for Mi-Case offender management solutions similar to what the State of Indiana Department of Corrections is seeking to secure. Our current contracts are the same type of Offender Management System we are proposing for the Indiana Department of Corrections. |