

Interstate Commission for Adult Offender Supervision



REQUEST FOR PROPOSALS

Redeployment of the
Interstate Compact Offender Tracking System
Proposal Due Date: September 7, 2022, by 5:00 pm ET

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Section I – Request for Proposal

A. Purpose

The purpose of this Request for Proposal (RFP) is to form a partnership with an established vendor to migrate the Interstate Compact Offender Tracking System (ICOTS) to a new hosting environment and provide Compact member states with the required expert services and support to operate and maintain the system. The Interstate Commission for Adult Offender Supervision (ICAOS) seeks the hardware, systems, application software, and related support services necessary to maintain a computer-based system that automates the processes associated with supervising, transferring, accepting, tracking, and returning offenders from one state to another.

The selected vendor will migrate the ICOTS from its current hosting environment and redeploy ICOTS' existing functionality and data to a new environment. Once migrated, the selected vendor will host, maintain, and support the ICOTS application.

Secondary to that goal is an ongoing partnership that would include hosting and support of ICOTS' current capabilities and the design, development, implementation, and support for ICOTS' system modifications and improvements that meet the needs of its users.

The intent of this RFP is to obtain proposals and background information from vendors in order to select one that can meet the functional, technical, and operational requirements of the project.

B. Background

Established in 1937 and designed to regulate the movement of probationers and parolees across state lines, the Interstate Commission for Adult Offender Supervision (ICAOS) is binding in all 50 states and three U.S. territories (District of Columbia, U.S. Virgin Islands, and Puerto Rico). Revised in 2002, the compact provides states the authority, accountability, and resources to track the supervision of offenders who move across state lines, thereby enhancing public safety and offender accountability. ICAOS is administratively represented by a National Commission, which is composed of gubernatorial or equivalent appointed commissioners. Its purpose is to engage in regulation, training, coordination, data collection, data exchange, and other functions necessary to ensure justice involved individuals maintain continuity of supervision when moving to another state.

The web based ICOTS facilitates and documents the transfer process for Compact offenders. In May 2007, ICAOS entered into an agreement with a software service provider to develop, host, maintain, and support ICOTS. ICAOS subsequently extended the original contract with the provider through December 2023.

ICOTS went into production on October 6, 2008, and now has over 30,000 active users nationwide. ICOTS is a mature, custom-developed system based on the Ruby on Rails framework with an Oracle database that has been designed to meet ICAOS' business processes. It satisfies the Commission's objectives to improve data accuracy, provide a continuum of supervision, serve as a communication tool among member states, and generate statistical data, as well as allow victims and members of the public to search for active offenders and view a subset of their information. The work to be performed includes providing users with the ability to quickly add, edit, and update offender information, notify users of new information and requests, track cases and offenders while enforcing Compact rule compliance.

C. Scope of Work

The current contract for development, hosting, maintenance, and support for ICOTS expires in December 2023. ICOTS is a stable system that requires a new hosted environment, redeployment of existing functionality, and support and maintenance during and after the redeployment. Some development work is anticipated in order to complete the redeployment. Details related to the current environment are listed in the next section.

ICAOS requires a partner that can accomplish the following objectives:

1. Evaluate and recommend the best hosted environment that meets the storage, bandwidth, security, and data fidelity needs of ICOTS. The environment must support development, quality assurance, and production versions of ICOTS.
2. Develop a project plan to redeploy ICOTS to a new hosted environment that includes a timeline and costs associated with each major deliverable or milestone.
3. Establish the hosted environment and test the connectivity, bandwidth, and security.
4. Work with ICAOS and ICOTS users to redeploy the database, application, documents, and all other ICOTS functionality including notifications, document management, advanced searches, user management, and system and database monitors.
5. Provide any development work that may be needed to support the functionality. Certain existing functionality is provided using proprietary software components that may require replacement or redevelopment. Details of these components is provided below.
6. Provide system and user acceptance testing.
7. Provide support and maintenance of the redeployed ICOTS system.

D. Current Environment

Business Application Components Core Components

ICOTS Application

The purpose of ICOTS is to support the mission of ICAOS to promote public safety and protect the rights of victims by ensuring effective supervision and rehabilitation of compact offenders. ICOTS accomplishes this by controlling and tracking the movement of offenders as they cross state lines. At its core, ICOTS is a web-based application that facilitates the process of transferring the supervision of offenders from one state to another.

User Administration

Each state in the compact determines and administers their users. State Administrators oversee approving users for access to ICOTS. Administration includes, but is not limited to, account creation, assigning roles, determining workflow, and deactivation of accounts. Users are required to agree to the ICOTS Privacy Policy¹ the first time they log in to the system and when the policy is updated.



A user's login ID is their email address. The email address must be unique to one user account. Once an account is created by a state administrator, the user will set their password and security questions by visiting the ICOTS Login page² and clicking the "What was my password again?" link.

Passwords must be between 8 and 15

Figure 1 - ICOTS User Login

characters in length and contain all of the following: one upper case letter, one lower case letter, one number, and one special character. Users are required to reset their password every 90 days.

Workflow

The process flow of compact activities required to complete a compact case are as follows (Figure 2):

¹ To download or review the ICOTS Privacy Policy, please see <https://www.interstatecompact.org/policies/icots-privacy-06-2009>

² The ICOTS login page is what unauthenticated users see before logging in <https://icots.interstatecompact.org/ICOTS/login>

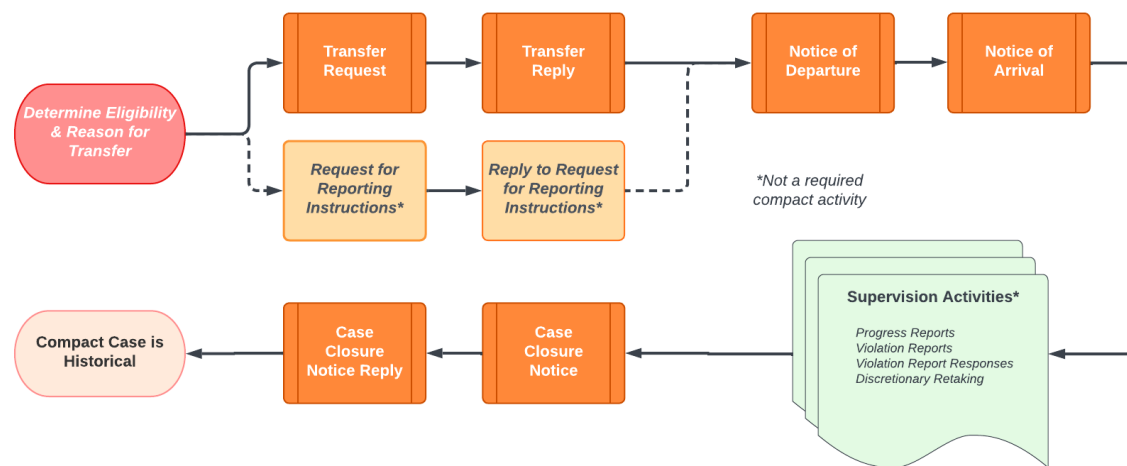


Figure 2 - ICOTS Workflow

Parole and Probation Officers (POs) in the ICAOS sending state use ICOTS to request a transfer. Once the transfer request is approved by the receiving state, ICOTS automatically creates the notice of departure. When the offender arrives in the receiving state, the receiving state office provides a notice of arrival. ICOTS functionality also allows the receiving state user to complete a violation report, progress report, or case closure notice when warranted.

ICOTS provides workflow management capabilities that control the flow of information. User roles and responsibilities are defined as follows:

- **PO** - Directly responsible for supervising offenders. Within ICOTS, POs can initiate compact activities and submit for review to a PO Supervisor. This role also receives assigned action items and compact activities through email notifications from ICOTS. Users are able to view and filter these assigned action items and compact activities from their compact workload.
- **PO Supervisor** - Reviews the entries of a PO for accuracy and completeness prior to submitting to a compact office for final transfer to another state. This user also has the ability to reassign cases to another PO.
- **Compact Office** - The gatekeeper for all activity submissions received into and going out of the state. This role may reassign cases and perform functions in the absence of a PO or PO Supervisor.

Email Notification

The email daemon uses a third-party service in the ICOTS application to send SMTP notifications. Notifications are sent as part of the workflow process and

include a link to the request or item for which the user is being notified. The ICOTS application constructs and queues SMTP emails based on triggers in the business flow. The notifications depend on a notification service to deliver them. ICOTS currently uses the Postmark³ notification service for monitoring, blocking, and whitelisting email addresses. After an email is sent, Postmark is responsible for the actual delivery of the email and providing a confirmation message back to ICOTS whether its delivery was successful or not. Email sending could be migrated to Postmark relatively easily as ICOTS already integrates with several of their APIs to allow bounce back resets through administration (Figure 4). Some scheduled email notifications use a proprietary email service developed by the current provider.

Document Management

Image and Document Normalization

Images and documents can be attached to workflow activities and passed to subsequent activities, facilitating communications and collaboration. Image and document normalization services are tools that allow the current provider's applications to format, re-size images and normalize documents to best fit the specifications of ICOTS. When a document is attached, ICOTS invokes this service to convert the attachment to a common format, size, and width within the system. The document normalization daemon also converts the attachment to Adobe Acrobat portable document format (PDF) as it is uploaded back to the ICOTS workflow activity. ICOTS uses Open Office⁴ for document conversion. When documents are uploaded a background process spawns an instance of this software that prints the document to pdf for uploading. The physical images and PDF files are uploaded to AWS S3 storage (see Figure 4).

Compact Activity Documents and Reports

The current provider uses a SQL-based reporting tool to create the Compact Activity PDFs, as well as the user-executed reports in ICOTS. Each compact activity process in ICOTS is retained as a PDF document. User-generated reports include audit reports, offender demographic reports, and action required reports. Formatting of the SQL-based reports is provided through a RubyGem component called Prawn⁵.

Proprietary Components

The current provider developed ICOTS utilizing the following proprietary libraries and shared infrastructure. The proprietary components are shared components that the original developer incorporated into the ICOTS

³ For more information on Postmark, please see <https://postmarkapp.com/>

⁴ For more information on Open Office and exporting to PDF, please see https://wiki.openoffice.org/wiki/API/Tutorials/PDF_export

⁵ For more information about Prawn, a PDF generator for Ruby, see here <https://rubygems.org/gems/prawn/versions/2.1.0>

application. ICAOS owns the ICOTS modules that may require modifications to function correctly in a new hosting environment with different and/or updated proprietary components.

Advanced Search

The advance search service allows users to search on partial entries and provides Soundex searching capabilities. The service is built on a third-party application from Intelligent Search Technology, Ltd (now part of Experian's Data Quality Management), called NameSearch⁶. NameSearch is used with the Offender Demographic search to match records on first, middle, and last names.

Configuration Management

The current infrastructure includes several core libraries for connectivity to the Oracle database, password management, and other internal functions. Without these libraries, ICOTS would not function in the current environment. If ICOTS were hosted elsewhere, the new environment would need to provide the core library functionality and some ICOTS configuration code would need to be modified to integrate with the new libraries.

Background Tasks

In addition to the core components of ICOTS, there are several background services that run on a regular basis.

Daily State and National Office Exports

Subsets of data are exported from the ICOTS Oracle database on a nightly basis. Table views are exported into CSV files and added to a zip file. This is done via an Oracle database job that outputs the zip files to SFTP servers.

Data from all the states is included in the CSV file for the National Office. The zip file is downloaded, then the CSV files are used to insert records into a SQL database each night. That SQL database then populates dashboard reports for ICAOS' member states to analyze key performance indicators, compliance trends, and compact activities requiring action.

The data in the SQL database is also being used in a project involving warrant notifications and systems, which is in the development stage. This functionality is not in scope for this RFP.

Several states also download a filtered version of the same data, but only for data related to the compact cases that involve their state. The states can download their zip file from the current provider's SFTP.

Fusion Center Export

In 2011, the Commission authorized and established the Offender Transfer Notification Service (OTNS) to send data related to offender transfers to

⁶ For more information on NameSearch, please see <https://www.edq.com/blog/how-customizable-is-namesearch/>

fusion centers and improve information sharing between law enforcement and community corrections. The exchange provides information about potentially dangerous probationers/parolees to state fusion centers located in the states to which the offender has been relocated. State fusion centers, in turn, disseminate this information to local law enforcement agencies. The exchange is a one-way, fire-and-forget message.

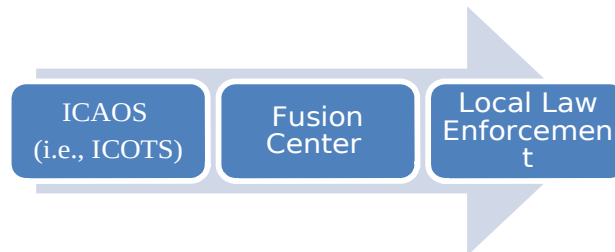


Figure 3 - Fusion Center Message

The information shared is formatted according to a specific set of NCIC (National Crime Information Center) codes determined by primary offense. Sharing this data with the fusion centers is the only way for a local police officer to know about probation/parole transfer except for individual communication with a probation/parole officer in their jurisdiction.

The data is exported to an ICAOS server in the AWS cloud via a Java class app (Figure 3). From there, the information is disseminated via a custom mail notification or web service to the fusion centers.

Additional details regarding these data sharing initiatives are found in Appendix 1.

Technical Environment

This section outlines the system's framework to aid in understanding ICOTS' existing capabilities and infrastructure requirements.

Currently, ICOTS is physically hosted in a data center in Louisville, Kentucky. The data center has dual Internet connections and power generator backups. Initial load balancing for the Internet connections as well as the presentation layer for users are handled by a pair of F5 BIG-IP⁷ routers (see Figure 4).

The ICOTS technology environment is based on Citrix XenServer virtual servers. XenServer allows several operating systems to execute on the same

⁷ For more information regarding the F5 BIG-IP load balancer, please see <https://www.f5.com/products/big-ip-services/local-traffic-manager>

computer hardware concurrently. XenServer also provides load balancing and redundancy.

Database Layer

The ICOTS database runs on dedicated servers running SUSE Linux Enterprise Server (SLES) 12⁸ and currently Oracle Database 12c⁹, but will be Oracle 19c by the time of migration. ICOTS has its own Oracle instance; however, several other databases reside on the database servers. The databases are setup in a failover configuration with 'primary' and 'standby' (see *Figure 4*). There is also a duplicate read-only database used for reporting.

Application Layer

The ICOTS framework is based on Ruby on Rails, an open-source web application framework for the Ruby programming language. Ruby on Rails provides an agile development environment that is used by web developers for rapid web application development. ICOTS is built on Ruby on Rails 6.

Ruby on Rails uses the Model-View-Controller (MVC) architecture pattern to organize application programming code and responsibilities. In MVC, the model handles the business logic, the controller handles requests from the user and makes data available for the view. Content on the individual Ruby on Rails node servers goes through a nginx proxy. Then the content is handled by Unicorn for Ruby for per-server request balancing.

ICOTS Hardware and System Software Products for ICOTS PROD

Four Virtual Machines are used to host the production endpoints for ICOTS (see *Figure 4*). Each Virtual Machine instance has 8 single core vCPUs (Intel® Xeon® Gold 5118 CPU @ 2.30GHz), 16 GB of RAM allocated, 20 GB of disk space allocated to the storage system for code deploys.

Details of the application environment are as follows:

- ICOTS Uses Ruby Standard edition. The version deployed to production is Ruby 2.7.1
- The operating system at this level of the stack is SUSE Linux Enterprise Server (SLES) version 12
- All the servers are virtualized using Citrix XenServer
- ICOTS is currently written against the 2.7.1 Ruby on Rails stack
- ICOTS uses the latest version of RubyGems at the time of each Rails upgrade to provide standard formatting for Ruby on Rails program and library distribution
- The database system is currently Oracle 12c, will be 19c by the time of migration

⁸ For more information on SUSE Linux Enterprise Server 12, please see <https://documentation.suse.com/sles/12-SP4/>

⁹ For more information on Oracle Database 12c, please see <https://www.oracle.com/database/12c-database/>

- The Oracle database uses third-party components for some ICOTS search functionality; the most relevant is:
 - o Intelligent Search Technologies, Ltd (now part of Equifax's Data Quality Management)

Usage Data

The number of users on the system at one time is stable, around 500, with over 7,000 logins per business day. The first week of the month is always higher than the average. There are approximately 26,000 active users registered in the system.

The current provider estimates that ICOTS transfers less than 20 GB of data per day across the network. The average transaction time across ICOTS ranges from 2ms-10ms depending on search criteria, data type, and number of results.

Other Environments

ICOTS DEV - 2 web servers, 1 job server, 2 Oracle databases

Utilized by the current provider for developing new code and functionality or testing fixes for existing bugs.

ICOTS QA - 2 web servers, 1 job server, 2 Oracle databases

Utilized by the current provider's quality assurance team to test new code releases and bug fixes.

ICOTS PREP - 1 web server, 1 job server, 2 Oracle databases

Utilized by ICAOS to test new code releases and bug fixes. ICOTS PREP is also used to train users on navigating the application, businesses processes, and managing their workload.

ICOTS PROD (documented above) - 4 web servers, 1 job server, 3 Oracle databases

ICOTS Production environment outlined in detail above.

Current Environment Diagram

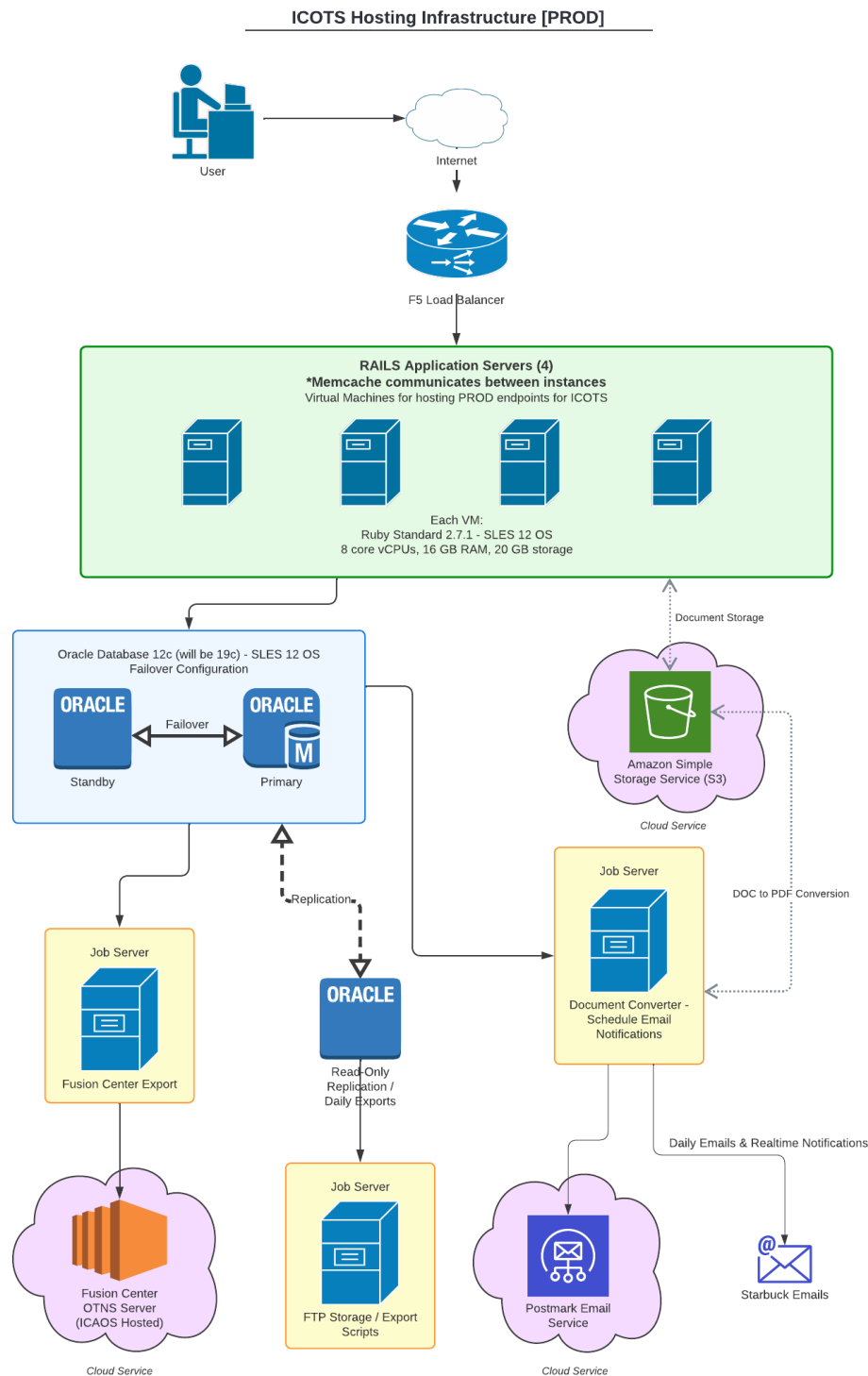


Figure 4 - Current ICOTS Environment

E. Requirements

1. Project Plan

The new provider will develop a project plan that includes a detailed cutover plan outlining the hours needed for each task. The project plan will also need to include a detailed breakdown of all components and host service costs. Describe the approach and level of effort to produce a Project Plan.

2. Hosting Environment Recommendation Report

The new provider will host the ICOTS application in the cloud preferably with a leading provider such as Amazon Web Services Government Cloud. Alternative hosting environments will be considered. Describe the proposed hosting location and solution.

3. Virtualization

The new provider will virtualize the environment either utilizing virtual machines or containers to allow for greater portability and to standardize the deployment process. Describe how the vendor plans to virtualize the proposed solution.

4. Multiple Environments

Current versions of the ICOTS code will be migrated over to the new virtual machines or containers and the following four environments.

PROD

For the PROD ICOTS environment, the new provider will create Ruby on Rails application servers using the specifications and at least the same level of resources as is described in the Technical Environment section of this document.

- Four (4) Virtual Machines
 - o 8 single core vCPUs (Intel® Xeon® Gold 5118 CPU @ 2.30GHz)
 - o 16 GB of RAM allocated
 - o 20 GB of disk space allocated to the storage system for code deploys
 - o Ruby Standard edition 2.7.1
 - o Latest version of RubyGems

DEV

ICAOS will pursue new functionality after this migration is complete and a development environment will be needed for this purpose. The new provider will create an ICOTS DEV environment suitable for this purpose with the following:

- o 2 Ruby application/web servers

- o 1 job server
- o 2 Oracle databases

QA

To meet the needs of future development on ICOTS, a QA environment is necessary for integration testing of any new functionality, bug fixes and upgraded component releases. The new provider will create an ICOTS QA environment suitable for this purpose with the following:

- o 2 Ruby application/web servers
- o 1 job server
- o 2 Oracle databases

PREP

ICAOS uses a PREP environment to train users on the system, develop new user workflows, and maintain user manuals. The PREP environment is a smaller version of PROD and loaded with user-specified training data. The new provider will create an ICOTS PREP environment suitable for this purpose with the following:

- o 1 Ruby application/web servers
- o 1 job server
- o 2 Oracle databases

Job Servers

Several components of ICOTS require a server outside of the application to perform tasks on a regular basis. The new provider will create a job server (or servers) for each environment to handle the following:

- Document conversion
- Image normalization
- Scheduling email notifications
- Scripts for daily export of state data to ICAOS' SQL server
- FTP storage for daily state exports
- Fusion Center export jobs

Please describe how the proposed solution will implement, maintain, and support the multiple environments.

5. Routing/Load Balancer Layer

The new provider will match the current load balancing capabilities. Describe how the proposed solution will provide routing and load balancing.

6. Database Layer

The new provider will setup Oracle Database 19c servers in a failover configuration with a primary and standby. A read-only alternate will be created for the nightly export jobs. The resources on the Oracle database servers must handle the database load generated from the user traffic

outlined in the Technical Environment section. Describe how the proposed solution will meet the database requirements.

7. Security

The proposed solution must meet national security standards for justice applications. These security standards can be found in the CJIS Security Policy¹⁰. Describe in detail how the proposed solution will be secured including user creation, authentication, and authorization, as well as data at-rest, data in-transit, and external threat protections.

8. Application Components

i. Source Code

The ICOTS source code will be stored and managed in a private Github¹¹ repository. The new provider will manage the transition of the source code from the current providers source to the Github repository. Please describe the vendor's experience with Github.

ii. Email Notifications

The new provider will manage the transition of all real-time and scheduled email notifications from the current provider's services (Postmark and a proprietary internal service). Please describe the proposed solution for managing automated email notifications.

iii. Image and Documents

The new provider will migrate all stored documents and images to the proposed hosting environment. Please describe how the proposed solution will migrate and manage all stored documents and images.

iv. Image Uploads

The new provider will transition the current image normalization tool to ensure all uploaded offender photos are the same size and aspect ratio. Please describe how the proposed solution will manage all stored document and image uploads.

v. Document Normalization/Conversion

The new provider will integrate a process on the job server to convert all uploaded attachments to Adobe Acrobat portable document format (PDF). Please describe how the proposed solution will convert all stored documents and images to PDF.

9. Compact Activity Documents and Reports

The new provider will integrate SQL-based reporting tools to generate the compact activity PDFs as well as the user-generated reports. Prawn, a RubyGem component, will format the PDF documents as they currently

¹⁰ CJIS Security Policy: https://www.fbi.gov/file-repository/cjis-security-policy_v5-7_20180816.pdf/view

¹¹ For more information about GitHub, please see <https://github.com/>

appear in the system. Please describe the vendor's experience utilizing Prawn or similar solution to generate reports.

10. Advanced Search

The one proprietary library used in ICOTS is NameSearch by Experian Data Management. The current provider communicated that a license for this service could be purchased from Experian Data Quality Management. A new mechanism that creates a key and finds similar results would need to be created to move this away from the current data center. The current provider recommended implementing the Metaphone 3¹² algorithm or switching to at least legacy Soundex¹³ if not one of the more modern fuzzy match libraries. Removing this component will require redevelopment of various stored procedures/functions around searching. Please describe the vendor's experience utilizing and integrating advanced search capabilities.

11. Library Management

The new provider will transition all necessary code libraries from the current provider's infrastructure to the new environment. Please describe the vendor's experience migrating existing application software to new libraries.

12. Daily Data Exports

The new provider will replicate the daily scripts that export ICOTS data from a read-only duplicate Oracle database to an SFTP folder on the job server. Please describe the vendor's experience implementing and supporting data exports.

13. Fusion Center Exports

The new provider will replicate the processes that transfer certain ICOTS case information to a cloud server for dissemination to Fusion Centers. Please describe the vendor's experience implementing and supporting database jobs.

14. Maintenance

i. Up-Time

The new provider will be responsible for ensuring the ICOTS PROD environment maintains an average uptime that is not below 99.8% during the hours of (7:00 am – 10:00 pm Eastern Time). Please describe how the proposed solution will meet the up-time requirement and include a cost breakdown of providing uptimes above 99.5% (e.g., 99.7%, 99.8%, etc.).

¹² For information on licensing the Metaphone 3 source code, please see http://www.amorphics.com/buy_metaphone3.html

¹³ For more information on the Soundex phonetic algorithm, please see <https://en.wikipedia.org/wiki/Soundex>

ii. Performance Monitoring

The new provider will install performance management tools so ICAOS can monitor and report response times, traffic load, transactions, user authentication, data access times and throughputs, and system availability. The provider will create and run a final performance test and provide a baseline report of performance capabilities. Please describe the proposed solution and how it will be tested to demonstrate performance that meets requirements.

iii. Security

The new provider will ensure the security of the ICOTS hosting environment through a security solution that monitors for vulnerabilities, external threats and produces regular reports for security remediation. Additionally, the provider will monitor and evaluate security patches related to system operating, database and supporting application software and install security patches on a timeline dependent upon the security risk.

iv. Software Releases and Upgrades

The new provider will evaluate new releases of all underlying components that support the new ICOTS and ensure that this software is maintained with supported releases. Provider will create and maintain a release and upgrade calendar for all components. Please describe the proposed process to keep the supporting components software up-to-date and compatible.

v. Service Level Agreement

Please provide a sample Service Level Agreement.

F. Project Timeline and Deliverables

ICAOS proposes the following tentative project timeline based on a project kick-off date of October 17, 2022. Vendors will be required to submit a timeline as part of the Project Management Plan and Approach Requirement.

- Phase 1: October 24, 2022 – November 30, 2022: Project Plan and Hosting Environment Recommendation Report
 - o Includes a detailed cutover plan outlining the hours needed for each task.
 - o Recommendation for a hosting environment to support the production, development, quality assurance, and prep versions of ICOTS.
 - o Detailed breakdown of all component and host services costs.
- Phase 2: December 1, 2022 – January 30, 2023: Hosting Environment Established and Test the Connectivity, Bandwidth, and Security
 - o Hosting environment decision and contract
 - o Installation of all operating, database, security, and application support components

- o Integration Test
 - o Connectivity tests
 - o Bandwidth tests
 - o Security tests
- Phase 3: February 1, 2023 – April 30, 2023: Migration of ICOTS - Including all Functionality and Database
 - o Application and database migration for development, quality assurance, prep, and production versions of ICOTS.
 - o Creation of user authentication and authorization
 - o May include development work to ensure complete functionality.
 - o System tests complete to ensure functionality in all environments.
- Phase 4: May 1, 2023 – May 31, 2023: User Testing
 - o Tabletop exercises with users to test and benchmark the hosting environment
- Phase 5: June 1, 2023 – June 30, 2023
 - o Support ICOTS users while they transition to the new hosted environment
- Phase 6: July 1, 2023 – Cut-over to production. Begin Support and Maintenance
 - o Five years of support and maintenance

Section II – Vendors Response

A. Vendor Instructions

The vendor's proposal must include the information listed in Section II(B-G). Early submissions are welcome and appreciated. ICAOS will evaluate bids based on the vendor's experience, costs, and ability to meet the proposed requirements. The RFP scoring criteria is listed in Section III(B). ICAOS reserves the right to reject any bids and may request meetings or calls to discuss proposals. ICAOS will not be liable for any costs incurred in the preparation, transmission, or presentation of any materials submitted in response to this RFP.

B. Requirements

The vendor's proposals must include a response that includes the vendors experience and planned approach for meeting each requirement.

ICOTS Requirements		
Requirement Number	Requirement Description	Comply (Y/N)
E.1	Project plan approach	
Vendor Response		
E.2	Hosting environment	
Vendor Response		
E.3	Virtualization	
Vendor Response		
E.4	Implementing and supporting multiple environments	
Vendor Response		
E.5	Routing and load balancing	
Vendor Response		
E.6	Oracle database services	
Vendor Response		
E.7	Security services	
Vendor Response		
E.8.i	Application source code and experience with GitHub	
Vendor		

ICOTS Requirements		
Response		
E.8.ii	Email notification service	
Vendor Response		
E.8.iii	Image and document services	
Vendor Response		
E.8.iii	Image upload services	
Vendor Response		
E.8.iv	Document normalization and conversion services	
Vendor Response		
E.9	Compact activity documents and reports	
Vendor Response		
E.10	Advance search services	
Vendor Response		
E.11	Configuration management services	
Vendor Response		
E.12	Data export services	
Vendor Response		
E.13	Fusion center data services	
Vendor Response		
E.14.i	Up-time	
Vendor Response		
E.14.ii	Performance monitoring services	
Vendor Response		
E.14.iii	Security (vulnerabilities, external threats)	
Vendor Response		
E.14.iv	Software Releases and Upgrades	
Vendor Response		
E.14.v	Service Level Agreement	

ICOTS Requirements	
Vendor Response	

C. Vendor Profile and Qualifications

The vendor's proposal must include the following:

1. Legal business name
2. Legal status (corporation, partnership, sole proprietorship, etc.) and state of incorporation, if applicable
3. Year the entity was organized to do business, as it now substantially exists
4. Address, voice and fax telephone numbers, and Internet Website URL for primary correspondence/contact
5. Organizational chart indicating principal corporate organization, and identifying where in the organizational structure the proposed project participants reside
6. Names and titles of principal officers
7. Prospective Vendor's proposal must indicate the name, title, and full contact information for the point of contact regarding this RFP.
8. Prospective Vendor's proposal must indicate the name, title, and full contact information for the staff member with accountability and the ability to obligate the Vendor for the project envisioned by this RFP.
9. Prospective Vendor's list of personnel who will be assigned to this project and the organizational structure of the team.

D. Vendor Skillsets and Experience

The vendor's proposal must include information that addresses skills and experiences with similar projects, technologies, and migrations, including the résumés of the Vendor's proposed personnel that address the skills needed to redeploy and maintain the system outlined in the "Requirements" Section I(E) of this RFP.

E. Vendor Project Management Plan and Approach

The vendor's proposal must include a description of the vendor's project management approach and a detailed project timeline.

F. Client References

The vendor's proposal must include three customer references for similar projects completed within the last five years.

G. Budget

Please use the following budget table to provide a detailed breakdown of the costs associated with the proposed approach to redeploy ICOTS:

Budget Item	Proposed Cost
-------------	---------------

Project Plan	
Hosting Environment	
Virtualization	
Implementing and supporting multiple environments	
Routing and load balancing	
Oracle database services	
Application migration	
Email service migration	
Image and document service migration	
User setup, authorization, and authentication services	
Library configuration migration	
Data export services migration	
User training and cutover	
Other	
Total Cost for Initial Redeployment	
5-years of Maintenance and Support	
Total Cost of Ownership	

Section III – Evaluation Process and Scoring

A. RFP Schedule

The RFP Schedule that follows is the best estimate of the timeline that ICAOS will follow, and it is subject to change at ICAOS' discretion. If a component of the schedule is accelerated or delayed, it is expected that the remaining components will be adjusted as well.

RFP Milestone	Date
RFP Distributed	August 1, 2022
Due Date of Vendor Questions	August 14, 2022, by 5:00 pm ET
Responses to Questions Posted	August 21, 2022, by 5:00 pm ET
Due date of Vendors' Proposal	September 7, 2022, by 5:00 pm ET
Vendor Selection	September 21, 2022
Contract Executed	October 21, 2022
Project Kick-off	October 24, 2022

B. Administrative Requirements

Coordinator (Proper Communication)

The Coordinator for this RFP is ICAOS Executive Director, Ashley Lippert (alippert@interstatecompact.org)

Upon release of this RFP, all communications between prospective Vendors and ICAOS concerning this RFP must be directed to the Coordinator. Communication about this RFP between prospective Vendors and ICAOS staff other than the Coordinator may result in disqualification of such Vendors.

Reliance on Written Communication

Oral communication between ICAOS and prospective Vendors is unofficial and non-binding. Formal communications must be submitted in writing via email to the Coordinator. Vendors may rely only on written information issued by the Coordinator.

ICAOS will post all written information and correspondence with prospective Vendors on the same website at which this RFP was originally posted. It is the responsibility of each prospective Vendor to visit the Website to find information posted by ICAOS. ICAOS will make no effort to contact prospective Vendors to inform them of written communication posted to the Website.

Vendor Questions Invited

ICAOS invites questions from prospective Vendors regarding this RFP. Such questions are intended to help ICAOS clarify RFP requirements and communicate additional useful information about the skillsets required by ICAOS.

In their questions, Vendors should make reference to information in this RFP by section heading or page number to facilitate ICAOS's response and to ensure clear communication.

Vendors should review publicly available information about ICAOS prior to submitting questions and request additional information when applicable.¹⁴

ICAOS will remove the names of prospective Vendor firms and individuals along with their contact information from any written communication. However, by submitting a question to ICAOS, prospective Vendors acknowledge and accept that ICAOS is not liable for third parties' usage of written communication to identify prospective Vendors.

Vendor Complaints Regarding RFP Requirements

If a prospective Vendor believes that any requirement in this RFP unduly or unfairly restrains competition, then the Vendor must state such belief in writing to the Coordinator prior to the milestone established for submission of questions. The statement should reference specific language in the RFP by section and page number.

ICAOS will evaluate all such complaints and will respond in writing to the complaining Vendor only, in advance of the milestone established for posting of responses to questions. ICAOS may, in its sole discretion, determine that it is in ICAOS's best interests to alter the RFP to address the complaint or address the issue through the question-and-answer process. ICAOS may also in its sole discretion issue amendments to this RFP to address Vendor complaints or for any other reason.

ICAOS's decisions regarding Vendor complaints and questions are final.

Proposal Presentation and Format Requirements

Prospective Vendors must submit proposals in Microsoft Word (Office 97 version or more recent) or Adobe PDF format (version 6.0 or more recent). Proposals must be written using a minimum font size of 11 points. There is no maximum page length requirement. Prospective Vendors may format their proposal in accordance with their best judgment, keeping in mind that ICAOS must be able to read each proposal easily. When printed, each proposal must print clearly in black-and-white on 8.5" x 11" paper. If including a visual proof of concept, clearly label which specific requirement is met by each feature demonstrated.

¹⁴ This information is available at <https://www.interstatecompact.org/>

Proposals must be written in English.

Submission and Delivery of Proposals

Proposals must be submitted via email directly to the Coordinator with documents attached to the email. Information provided in the body of the email rather than attachments thereto will be ignored by ICAOS.

The prospective Vendor's response to this RFP in its entirety must be received by the due date and time specified in the schedule above. Late proposals will not be accepted or considered.

ICAOS will acknowledge receipt of proposals by direct response to the submitter's email within one (1) business day of receipt, any submissions made on the due date will be made within one (1) hour.

Proposals submitted by any other means will not be accepted.

Cost of Proposal Preparation

ICAOS will not reimburse prospective Vendors for any costs incurred in preparation of a response to this RFP.

Minor Administrative Irregularities

ICAOS will inform the Vendor of minor administrative irregularities contained in any proposal. Additionally, ICAOS reserves the right at its sole option to request corrections to prospective Vendors' proposals when an obvious arithmetical error has been made in the price quotation or other minor error is identified. Prospective Vendors will not be allowed to make changes to their quoted price after the proposal submission deadline, unless directed by ICAOS.

Errors in Proposal

Prospective Vendors are liable for all errors or omissions contained in their proposals. Prospective Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. ICAOS is not liable for any errors in proposals. ICAOS reserves the right to contact a prospective Vendor for clarification of proposal contents.

Right to Cancel

ICAOS reserves the right to cancel this RFP at any time, for any reason. Issuing this RFP does not obligate ICAOS to enter a contract with any Vendor or make any purchases.

Right to Reject

ICAOS reserves the right to reject all bids. Responses should be submitted initially with the most favorable terms that the Vendor can propose.

Incorporation of Documents into Contract

By submitting a proposal, prospective Vendors acknowledge and accept that

the requirements of this RFP and the contents of the Vendor's proposal will be incorporated into any contract entered as a result of this RFP.

No Costs or Charges

By submitting a proposal, prospective Vendors acknowledge and accept that ICAOS shall not be liable for any costs or charges incurred prior to the formal and complete execution of a contract between ICAOS and the successful Vendor.

Price Stability

Contract prices and discounts shall be fixed at the time of Vendor qualification and shall be valid for 90 days.

Non-Endorsement and Publicity

ICAOS's selection, if any, of a successful Vendor does not imply endorsement of the Vendor's capabilities, personnel, products, or services. By submitting a proposal, Vendor agrees to make no reference to ICAOS, its staff, business partners, or granting agencies in any literature, promotional material, brochures, sales presentation, or the like, regardless of method of distribution, without the prior review and explicit written permission of ICAOS.

Withdrawal of Proposal

After submitting a proposal, prospective Vendors may withdraw such proposal at any time prior to the final submission date, as identified in the Schedule. Prospective Vendors may resubmit a proposal at any time up until this same milestone.

Optional Vendor Debriefing

Prospective Vendors, whether successful or unsuccessful, may request a debriefing of the results of ICAOS's review of proposals. Vendors must notify the Coordinator via email of a request for debriefing within two (2) business days of the announcement of a successful Vendor. The optional debriefing will not include any comparison between the proposal and any other proposals submitted. However, ICAOS will explain the factors considered in the evaluation of the Vendor's proposal and the alignment of Vendor's capabilities with the solicitation requirements.

C. Evaluation Criteria

Criterion 1: Requirements (45 points).

ICAOS will utilize a scoring matrix to evaluate the vendor responses to each of the requirements outlined in Section I(E) of this RFP. Vendors should respond to each requirement with enough details to describe how their proposed solution will meet or exceed each requirement. Responses should be clear and descriptive (Yes or No answers should be avoided whenever possible).

Criterion 2: Vendor Profile and Qualifications (10 points).

The proposal must include all information described under Vendor Profile and Qualifications (Section II(C)). Résumés will be evaluated against the requirements. All candidates proposed must meet the Vendor Skillsets and Experience with similar projects, technologies, and migrations in Section II(C).

Criterion 3: Client References (25 points).

The proposal must include three customer references for similar projects completed within the last five years. ICAOS will utilize a set of reference questions and evaluate the reference responses for each vendor.

Criterion 4: Budget (20 points).

The proposal must include a budget based on the Budget table in Section II(G). Scores are calculated by dividing the responsive lowest cost divided by the proposal total cost of ownership multiplied by the total number of available points.

Score = (the proposal with the lowest total cost of ownership / vendors proposal total cost of ownership) * points available

Proposal Evaluation and Vendor Selection Criteria.

Proposal selection will be based on a determination of “best value” where score of the entire proposal will be determinative.

Section IV – Terms and Conditions

Prospective Vendor’s proposal must acknowledge the Vendor’s commitment to enter into a contract with ICAOS based on the following contract template.

Draft Contract

I. Parties

Vendor:

ICAOS
3070 Lake Crest Circle
Suite 400-264
Lexington, KY 40513

II. Overview of Agreement

This Services Agreement ("Agreement") is made this XX day of XXX, by and between VENDOR, having its principal place of business at XX, and the Interstate Commission for Adult Offender Supervision, having its principal place of business at 3070 Lake Crest Circle, Suite 400-264, Lexington, KY 40513.

ICAOS and VENDOR now wish to enter into this Agreement to set forth the terms and conditions of performance of the services described in the proposal of work.

Therefore, in consideration of the mutual terms, conditions, covenants, and obligations contained herein, the Parties agree as follows:

III. Term of Agreement

The Term of this Agreement will commence on XXXX and will terminate on XXXX, unless terminated earlier or extended in accordance with the provisions of this Agreement.

IV. Scope of Services

The services covered by this Agreement shall be inclusive of the following VENDOR obligations:

- o Project Management/Maintenance and Break Fix Deployment Services
 - Managing the maintenance effort, the Request for Enhancement (RFE) process and bug/break fixes associated with the application.
- o Hosting and Application Support Services
 - Maintenance to the ICOTS application and the ICOTS hosting environment in accordance with **Attachment B**
 - Provide Help Desk Support and Hosting Services for the ICOTS application in accordance with the Service Level Standards found in **Attachment B**

V. Financial Terms

Work performed under this agreement shall not exceed the firm fixed amount of \$XX (total cost of selected proposal).

VI. Billing Procedures

VENDOR will invoice for each month's work after the first business day of the following month. Invoices will be submitted by VENDOR via email to alippert@interstatecompact.org or via U.S. mail or hand-delivery, to the attention of Ashley Lippert, 3070 Lake Crest Circle, Suite 400-264, Lexington, KY 40513. Terms of payment are net thirty (30) days.

The invoice shall include hours worked or percent toward completion of project deliverables or milestones completed to be determined during contract negotiations.

VII. Assignment of Staff

Staff will be assigned as identified in the proposal. Changes of staff assignments must be approved by ICAOS. ICAOS will not unreasonably withhold approval.

VIII. Termination

a. Termination for Cause

If either party materially breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. If the breach is not remedied within (30) days thereafter, the party giving notice shall have the right to terminate this Agreement. The rights of termination referred to in this Section are not intended to be exclusive and are in addition to any rights and remedies available to either party at law or in equity.

b. Termination for Convenience

This Agreement may be terminated by either party (ICAOS or VENDOR) for convenience with a one hundred eighty (180) day written notice to the other party. This time frame may be extended by an additional ninety (90) days.

c. Effect of Termination

Upon notice of termination of the Agreement, all undisputed outstanding fees for services provided shall become due and payable. In the event of termination, VENDOR shall provide all work order, invoice and vendor contact data to ICAOS within thirty (30) days of notice of termination in both electronic and hard-copy formats.

IX. Confidentiality

In order for VENDOR to provide the Services to ICAOS, ICAOS may provide VENDOR with certain trade secrets and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, non-public information concerning the business, clients, or finances of ICAOS, design specifications, future development plans, marketing strategies, trade secrets, source code, pricing information, and any other information the disclosure of which might harm or destroy a competitive advantage of ICAOS. VENDOR acknowledges that all rights to Confidential Information disclosed by ICAOS are and will remain the sole property of and in control of ICAOS. VENDOR agrees to hold such Confidential Information in strict confidence during the Term of this Agreement, and for a period of five years thereafter, and to use such Confidential Information only for the purposes of this Agreement. VENDOR agrees to impose on each of its respective officers, directors, employees, representatives, agents, and consultants, through binding written agreements or enforceable policies, the same obligations of confidentiality in accordance with this Section.

X. Independent Contractor

It is the express intention of the Parties that VENDOR is an independent contractor and is not an employee, agent, joint

venturer, or partner of ICAOS. Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between VENDOR and ICAOS, or between any employee or agent of VENDOR and ICAOS. Both Parties acknowledge that neither VENDOR, nor any employee of VENDOR, is an employee of ICAOS for State or Federal tax purposes. VENDOR will retain the right to perform services for others during the Term of this Agreement.

XI. Insurance

During the term of this Agreement, VENDOR shall maintain in full force and effect all insurance required. Each insurer must possess a minimum Best's rating of A- and licensed to conduct business in all states where this Agreement shall apply. In the event a claim should arise ICAOS may require VENDOR to provide complete copies of all insurance policies in effect for any applicable period. VENDOR shall not cause such insurance to be canceled or materially changed during the term of this Agreement without prior notice to ICAOS.

For the term of this Agreement, VENDOR shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits in amount of no less than \$1,000,000 to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by VENDOR or VENDOR's employees or agents, if any, in connection with the performance of the Services under this Agreement

XII. Indemnification

VENDOR and ICAOS recognize that every business decision represents an assumption of risk and that neither party in furnishing Confidential Information, Data, or the Service to the other, underwrites or assumes the other's risk in any manner. Each party agrees to indemnify, defend and hold harmless ("**Indemnify**") the other party and its affiliates, and their directors, officers and employees (each, an "**Indemnified Party**"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("**Claims**") brought by third parties against the Indemnified Party and arising from the indemnifying party's, or its affiliates', directors', officers' or employees' ("**Indemnifying Party**"): (i) breach of this Agreement; (ii) negligent or intentional, wrongful act or omission; (iii) infringement on third party proprietary rights; or (iv) violation of law.

XIII. Liability Limitations

VENDOR total liability to ICAOS for other than willful misconduct, gross negligence, misrepresentation, or fraud, shall be limited to direct damages in an amount not to exceed the total amount paid by ICAOS for the Services during the twelve (12) months immediately preceding

the loss. Notwithstanding the terms herein, claims arising out of the following shall not have limited damages: (a) ICAOS's breach of confidentiality; (b) ICAOS's breach of applicable laws; (c) ICAOS's indemnification obligations; (d) claims or damages arising from a ICAOS's willful misconduct or fraud; and (e) ICAOS's use of the services in violation of the terms of the agreement. Neither VENDOR nor ICAOS shall be liable for any special, incidental, or consequential damages arising from this Agreement.

XIV. Right to Audit

ICAOS, in its sole discretion, shall have the right, but not the obligation, to audit any and all business and operations practices and procedures of VENDOR as they pertain to this Agreement, including, but not limited to, billing practices and procedures. ICAOS will also have the right to verify / audit that all service levels set forth in this Agreement are being met and may use an outside audit company to do so. ICAOS or its designated agent shall perform any such audits at mutually agreed to times during regular business hours. ICAOS shall provide prior reasonable notice of an audit to VENDOR. Following such audit, ICAOS may provide a written report of its findings to VENDOR. VENDOR must then correct any issues or problems discovered and agreed to by both parties in accordance with **Attachment B**. In the event VENDOR fails to correct such issues or problems in accordance with **Attachment B**, this Agreement may be terminated by ICAOS for cause in accordance with Section VII(a).

XV. Warranty

VENDOR represents and warrants that qualified personnel shall perform the services set forth in this agreement in a competent and professional manner. If the Services do not substantially conform to the service levels as provided in **Attachment B**, VENDOR shall use commercially reasonable efforts to remedy such defect, provided that the software has not been modified by anyone other than VENDOR. In addition, and at ICAOS's sole option, VENDOR shall continue to remedy the non-conformity: (i) until such time that ICAOS elects to agree to substitution of a like product at VENDOR's sole expense and/or (ii) ICAOS notifies VENDOR of a case settlement not to exceed VENDOR charges to ICAOS for all non-confirming Service. VENDOR further represents and warrants that the ICOTS system is and shall continue to be in compliance with all applicable laws and, additionally, as specifically set forth in Attachments A, B, and C of this Agreement. All video tapes of discussions between VENDOR and ICAOS, JAD sessions, and other signoff documents are made a part of this contract as if fully set forth herein and as referenced in any attachment(s) to this agreement.

XVI. Intellectual Property

Nothing contained in this Agreement will be construed as conferring by implication, estoppel, or otherwise, any license or right, under any patent, trademark, trade name, trade secret, copyright, or other proprietary right of either Party. The Parties agree that any products and/or results of the Services performed hereunder by VENDOR, including any and all Deliverables, (the "Work"), are to be considered works made for hire under the United States Copyright Act (the "Act"). VENDOR further acknowledges and agrees that the Work (and all rights therein, including, without limitation, patent, trademark, trade name, trade secret, copyright, or other proprietary right) belongs to and will be the sole and exclusive property of ICAOS. Title will be held by ICAOS regardless of whether VENDOR has contributed to the conception of the Work, joined in the effort of its development, or paid for the use of or development of the Work. To the extent that it is determined that the Work does not qualify as a work made for hire under the Act, then VENDOR hereby irrevocably transfers and assigns to ICAOS all of its right, title, and interest, throughout the world and in perpetuity, in and to the Work, including without limitation all of its right, title, and interest in copyright and related rights free of any claim by VENDOR, or any other person or entity. VENDOR agrees to take all actions and execute and deliver all documents requested by ICAOS in order to evidence the assignment of VENDOR's rights in and to the Work, and to require all of its employees to do likewise.

Nothing contained herein shall be construed to grant VENDOR any ownership rights to any data supplied by ICAOS to VENDOR in connection with this Agreement.

XVII. Source Code Ownership

When requested by ICAOS, VENDOR shall place the Source Code within a GitHub repository that is controlled by ICAOS and is acceptable to both parties.

XVIII. Force Majeure

Neither party shall bear any liability or responsibility to any other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornadoes, the elements, acts of God or a public enemy, or agent(s), warm invasion, insurrection, rebellion, riots, strikes or lockouts, or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the party, and any such failure or delay due to said causes or any of them.

XIX. Entire Agreement

This Agreement and all exhibits, attachments, and schedules

attached hereto is the complete and exclusive statement of the Agreement between the Parties, and supersedes any and all other agreements, oral or written, between the Parties. This Agreement may not be modified except by written instrument signed by the Parties.

XX. Parties in Interest

Nothing in this Agreement, express or implied, is intended to confer upon any other persons, not parties to this Agreement, any rights, or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

XXI. Assignment

This Agreement shall bind and inure to the benefit of the parties hereto and their respective, permitted successors and assigns. No contractual right or duty hereunder may be assigned or delegated to a third party without the express written consent of the parties to this Agreement, said consent not to be unreasonably withheld, conditioned, or delayed.

XXII. Jurisdiction and Choice of Law

This agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the Commonwealth of Kentucky. VENDOR and ICAOS hereby consent to the jurisdiction of the state courts of Fayette County, Kentucky, and the federal courts of the Eastern District of Kentucky. Each party agrees that the prevailing party shall be entitled to an award of reasonable attorney's fees and litigation costs related to a legal proceeding necessary to enforce this Agreement.

IN WITNESS WHEREOF, VENDOR and ICAOS have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written below. By signing this Agreement, each Party acknowledges that it has read this Agreement and has had assistance of counsel in its preparation and negotiation. Each of the Parties has participated in the drafting and negotiation of this Agreement and, for all purposes, this Agreement will be deemed to have been drafted jointly by the Parties.

ATTACHMENT A: STATEMENT OF WORK PROCESS

The following is an example of ICAOS's statement of work process.

All parties agree that any change in functionality to the system will result in a Statement of Work which will include the cost estimate for the ICAOS to approve before the change is begun. During the contract period all approved system changes will be paid for by ICAOS.

At any point, ICAOS may request new development and/or design. This request should come in the form of an email from the ICAOS Project Manager and should be received by the Client Relationship Manager at VENDOR.

The VENDOR Client Relationship Manager will review the Statement of Work request with the VENDOR Business Analyst to determine if any additional details need to be provided by the ICAOS. Those details will be requested by the VENDOR Client Relationship Manager to the ICAOS Project Manager. Once VENDOR has obtained the required details of the request, the VENDOR Client Relationship Manager will work with the VENDOR Business Analyst to create a Request for Enhancement ("**RFE**"), define the RFE, and determine the number of Business Analyst (design), Developer (development), and Quality Assurance (testing) hours necessary to fulfill the drafted request within 45 business days of receiving the request from ICAOS.

The VENDOR will then write the Statement of Work and provide it to the ICAOS Project Manager for review and feedback. If the ICAOS requires changes to the Statement of Work, those changes will need to be communicated to the VENDOR in detail in the form of an email. The VENDOR will then affirm if the changes can be incorporated. The VENDOR may also suggest alternative changes if it is in the best interest for consistency and user experience.

The VENDOR Client Relationship Manager will communicate to the ICAOS Project Manager if any further details need to be provided by the ICAOS. Once all details have been discussed and agreed upon, a revised Statement of Work will be provided to the ICAOS Project Manager for final review. If further modifications to the Statement of Work are requested by the ICAOS Project Manager, the review and revision process will continue until both parties are in agreement to its contents. Otherwise, the ICAOS will provide a copy of the Statement of Work with the necessary signature(s) to the VENDOR.

The associated RFE will then be placed into the RFE priority list based on the urgency, grouping with similar RFEs to maximize resource efficiency, and user impact. Releases will be agreed upon by both parties to determine which RFEs should be scheduled for each release.

Either party may decline a Statement of Work. In the event a Statement of Work is declined, the party that declined the Statement of Work will

communicate the reason in the form of an email. Further discussions via email and/or phone calls may take place in order for both parties to agree on the outcome of a Statement of Work that has been declined. Once a decline has been communicated and agreed upon, no further progress will be made on the Statement of Work. Any associated RFEs will be marked 'Rejected' and subsequently closed.

Statements of Work will contain the following information (when applicable):

Overview, Scope, Current Use, Proposed Use, Out of Scope, Assumptions, Schedule, Pricing, Date of Delivery and Authorization Signature Lines.

Modifications to the applications intended to resolve bugs within the system will be communicated via email in release notes and placed into the testing environment one week prior to the scheduled move to production. This will allow the ICAOS Project Manager to review and provide feedback. One week after the initial communication, the updates will be moved to production if no issues are reported.

Should VENDOR fail to complete the statement of work by the agreed-upon date of delivery, three (3%) percent of the total cost of the statement of work will be deducted from the final bill after the initial missed deadline, and another three (3%) percent for every additional fifteen (15) days the project is delayed.

ATTACHMENT B: SERVICE LEVEL STANDARDS

This is a sample Service Level Agreement; it is expected that the selected vendor and ICAOS will negotiate a similar agreement.

VENDOR will provide a Service Level Standard agreement to assure consistent and effective delivery of services to ICAOS. VENDOR must implement a real-time performance monitoring system that proactively informs ICAOS of performance issues.

ICAOS and VENDOR shall review and modify the Service Level Standards on a semi-annual basis to ensure ICAOS's requirements are met. VENDOR will provide ICAOS with a monthly status update on how the Service Levels have been measured and the results.

Help Desk Support Standard - VENDOR will provide direct support to ICAOS National Office Personnel only. VENDOR will monitor the ICOTS Application and the hosting environment that supports the Application 24x7x365. This monitoring service will include a Web Application Check (see Service Outage), statistical analysis of ICOTS activity (see Incident Resolution Standard), platform availability (see Service Availability Standard) and end user performance (see End User Performance Standard).

Service Outage - In the event a service outage occurs, VENDOR will notify the ICAOS Project Manager and provide a status with estimated time to resolution. In the event of a service outage or should an outage occur outside the weekly maintenance window, ***VENDOR will notify the ICAOS email notification group within 30 minutes of the detected outage and will provide status updates to the email notification group in 60-minute increments.***

Incident Resolution Standard - An incident request is any report from ICAOS or internally within VENDOR of the application performance that results in a service outage. ***Average resolution on connectivity issues will be within one (1) hour of report.***

Incident requests that identify product defects in the ICOTS application will be transferred into a Problem Report. ***This process of identifying an incident as a product defect and opening a Problem Report will be diagnosed within one (1) business day of submission.***

If the product defect is not causing an outage condition, it will be appropriately classified by VENDOR and addressed according to VENDOR's release management standards shown below:

VENDOR categorized changes and releases into three (3) categories:

- **Emergency Change and Release**: Changes that are needed to fix a problem impacting ICAOS's ability to use an application will be resolved within one (1) day.

- **Standard Change and Release:** Scheduled changes to resolve a problem performed on Wednesday of the business week during the regularly scheduled maintenance window
- **Application Change and Release:** This is a version release of software that is performed on a quarterly, semi-annual, or annual basis dependent upon the agreement.

Service Availability Standard -VENDOR will target an application availability metric of 99.5% uptime. This availability is measured outside of VENDOR' normal maintenance window. During this reserved window, VENDOR will provide network and critical server updates for security patches as well as other required operating system, firmware, and hardware component changes. Service availability is defined as time when VENDOR components of ICOTS are accessible for ICOTS users to access. Service availability will be monitored and reported through VENDOR provided Network & System monitoring tool.

Service availability excludes the agreed upon maintenance window. To measure 99.5% uptime, ICAOS will use the Nuestar performance monitoring tool described in the End User Performance section of this agreement. The uptime will be calculated as an average over a quarterly window that corresponds to the billing period. Should the service be down for more than 10.5 hours in a billing quarter, VENDOR agrees to credit ICAOS in accordance with the following schedule:

Total Duration of Service Outage	Percentage Credit
Up to 10.5 hours in a billing quarter (99.5% uptime)	No Credit
10.5 hours up to 12 hours	.5% of Quarterly Recurring Charge (QRC)
12 hours up to 16 hours	1% of QRC
16 hours up to 20 hours	2% of QRC
20 hours up to 24 hours	4% of QRC
24 hours or greater	6% of QRC

Environments Supported - VENDOR supports the most current version of Google Chrome and Microsoft Edge, less one version.

End User Performance Standard -

ICOTS will provide a median end-user page load time of 15 seconds during prime-time (8 AM - 8 PM} Based on the current user load at the beginning of this agreement. If user load drives performance degradation that can only be

overcome through additional hardware, then ICAOS will either relax this SLA standard at a reasonable amount or agree to fund the necessary additional hardware to meet this SLA.

VENDOR agrees to utilize End User Performance reports provided by the third-party reporting vendor contracted with ICAOS, Nuestar, independent of this Agreement for ongoing application monitoring purposes once measurement and reporting specifications are agreed to by all parties in writing.

- SLA Measurement: VENDOR and ICAOS agree to use the Nuestar median page load report provided through ongoing application monitoring as documented below as the SLA measurement reporting tool for End User Performance Standard.
 - o ICAOS and/or Nuestar will provide weekly application monitoring reports to VENDOR.
- SLA Reporting Specifications: VENDOR agrees that Nuestar will perform, on behalf of ICAOS, ongoing application monitoring as documented below.
 - o Nuestar will run the ongoing application monitoring script with a prime-time filter applied (8 AM - 8 PM) and as frequently as every ten (10) minutes.
 - o Any variation from this script and/or introduction of new monitoring scripts must first be approved in writing by both parties.

Appendix 1

Current Data Sharing Initiatives

I. N-DEx

In 2014, ICAOS began sharing ICOTS data with the FBI. At the beginning of each month, an export of all compact case data is packaged and sent to the FBI's N-DEx¹⁵ (National Data Exchange) servers. The data is packaged using the compact cases, criminal cases, offenders, sex offender transfers, users, and violations tables from ICAOS' own SQL database. The export script was developed by the FBI and is hosted on ICAOS' MS SQL server database. N-DEx is easily accessible via the FBI's Law Enforcement Enterprise Portal (LEEP¹⁶) or through a direct portal interface from a user agency's system, Regional Information Sharing Systems (RISS¹⁷), COPLINK, and the Law Enforcement Information Exchange (LInX).

II. Fusion Centers

In 2011, the Commission authorized the establishment of the Offender Transfer Notification Service (OTNS) to allow data transfers to fusion centers and improve information sharing between law enforcement and community corrections. The exchange process is straight forward. ICAOS, through ICOTS, provides information on potentially dangerous probationers/parolees to state fusion centers. State fusion centers, in turn, disseminate this information to local law enforcement agencies. The exchange is a one-way, fire-and-forget strategy in which the flow of information is one-dimensional. The information shared is based on a specific set of NCIC (National Crime Information Center) codes determined by primary offense. Eleven states currently participate in this exchange.

III. JRI/ICT

In 2021, work began on a data repository and application to notify supervision officials of arrest warrants issued for subjects under their supervision. The service records information about offenders under their jurisdiction who transfer through the Compact and monitors for arrest warrants issued through the state's messaging system. An email notification notifies the supervision official of the existence of the warrant and provides contact information for the issuing agency to confirm the warrant's validity.

¹⁵ For more information on the FBI's National Data Exchange system, please see <https://le.fbi.gov/informational-tools/national-data-exchange-n-dex>

¹⁶ For more information on the Law Enforcement Enterprise Portal, please see <https://le.fbi.gov/informational-tools/leep>

¹⁷ For more information on RISS, please see <https://www.riss.net/>

Appendix 2

All the following Compact Activity PDFs are Generated by ICOTS

1. Request for Reporting Instructions (RFRI)
2. Reply to Request for Reporting Instructions (RFRI-Reply)
3. Transfer Request (TREQ)
4. Reply to Transfer Request (TREP)
5. Notice of Departure (NOD)
6. Notice of Arrival (NOA)
7. Compact Action Request (CAR)
8. Compact Action Request Reply (CAR-Reply)
9. Progress Report (PR)
10. Violation Report Requiring Retaking (VR)
11. Addendum to Violation Report (AVR)
12. Response to Violation Report (RVR)
13. Addendum to Response for Retaking (ARVR)
14. Case Closure Notice (CCN)
15. Case Closure Notice Reply (CCN-Reply)
16. Return to Sending State Request for Reporting Instructions (R2SSRFRI)
17. Reply to Return to Sending State Request for Reporting Instructions (R2SSRFRI-Reply)
18. Discretionary Retaking (DR)
19. Offender Application

Appendix 3

ICOTS generates the following user requested reports.

Summary Reports

1. Accepted Offender Transfers
2. Cases Processed
3. Total Active Offenders Summary
4. Request Reasons Summary
5. Active Offender Summary by Crime
6. Active Offender Summary by Violation
7. Active Offender Demographics
8. Duplicate Offenders List
9. ICOTS User List

Action Required Reports

1. Overdue Replies to Transfer Requests (45 Day Rule)
2. Overdue Transfer Requests (15 Days after Reporting Instructions)
3. Overdue Reply to RFRI (2 Business Day Rule)
4. Overdue Progress Reports
5. Overdue Case Closure
6. Overdue Replies to Violation Reports (10 Business Days)
7. Overdue Replies to Case Closure Notices (10 Business Days)
8. Overdue Transfer Requests after Expedited Reporting Instructions Approved
9. Cases in Need of Notice of Departure
10. Cases in Need of Notice of Arrival
11. Pending Merges and Deletions of Offenders
12. Rejected Cases Requiring Action
13. Offenders Awaiting Retaking (30 Calendar Days)
14. Addendum to Violation Report in need of a Response (10 Business Days)
15. Overdue Response to Probable Cause Hearing (15 Business Days)