



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

REQUEST FOR QUALIFICATIONS
FOR
ENTERPRISE PORTAL SERVICES

RFQ # 31701-03136

RELEASE # 3

March 15, 2016

TABLE OF CONTENTS

SECTIONS:

1. Introduction
2. RFQ Schedule of Events
3. Response Requirements
4. General Information & Requirements
5. Procurement Process & Contract Award

ATTACHMENTS:

- A. Technical Response & Evaluation Guide – Mandatory Requirement Items
- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items
- D. Oral Presentation Evaluation Guide
- E. Technical Proposal Score Summary
- F. Cost Proposal & Evaluation Guide
- G. Statement of Certifications & Assurances
- H. Reference Questionnaire
- I. *Pro Forma* Contract – Enterprise Portal Integration Services
- J. *Pro Forma* Contract – Enterprise Portal Platform and Hosting
- K. Current Portal Applications

- L. Current Web Addresses**
- M. Oral Presentation Requirements, Agenda, and Script**
- N. Current Portal Environment**
- O. Enterprise Portal User License Scenario**
- P. Tennessee Technical Architecture Standards and Exceptions**
- Q. Definitions and Abbreviations**
- R. Current Web Environment Specifications**
- S. Complex Application Transaction Volumes**
- T. Typical Complex Application Hosting Scenario**

1. INTRODUCTION

The State of Tennessee, Department of General Services, Central Procurement Office, acting on behalf of the Department of Finance and Administration, hereinafter referred to as “the State,” has issued this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the opportunity to do business with the State as contractors or subcontractors.

1.1. Statement of Procurement Purpose

1.1.1. The near-term scope of this procurement is as follows:

- To acquire and implement an Enterprise Portal Platform/Content Management System (EPP/CMS), provide associated training, and provide hosting services for the State Intranet and Internet websites and some applications;
- To acquire the Enterprise Portal Services, using an appropriate combination of Software as a Service (SaaS), Platform as a Service (PaaS); and Infrastructure as a Service (IaaS)
 - Licensing, installing, and configuring the State's EPP/CMS
 - Conducting on-going support of the EPP/CMS installation and the Platform and Hosting services including:
 - Hosting the Internal (Intranet) environment
 - Hosting the External (Internet) environment
 - Hosting Simple Applications
 - Optionally hosting selected complex applications
 - Providing Tier 3 EPP/CMS Infrastructure and Hosting Support
 - Responding to variable services requests
- To acquire Enterprise Portal integration services, which include the following:
 - Developing, transitioning of and training for the State internal websites (Intranet) to the EPP/CMS
 - Transitioning of and training for the external websites (Internet) to the EPP/CMS
 - Transition KidCentral Website from Proprietary CMS to the EPP/CMS
 - Migrating of and training for Simple Applications to the EPP/CMS
 - Transitioning support of complex applications, which will include knowledge transfer
 - Providing on-going maintenance of complex applications
 - Providing temporary Tier 2 Customer Support, during Transition-In period. The State will assume all Tier 2 support responsibilities no later than the end of the Transition-In Project or six months from the Contract Start Date, whichever is earlier.
 - Providing Tier 3 Website and Application Support.
 - Responding to variable services requests

- The State expects the EPIS and EPPH Contractors to complete the transition and support responsibilities of all websites and applications and other transition work no later than six months from the contract start date.

1.1.2. The long-term intent for the project is as follows:

1. The State recognizes that technology is rapidly changing, and the State's citizens want more control of their interactions with State government and businesses. In an effort to better serve and begin to develop a relationship with our customers, it is time to begin planning for digital transformation in the State with a focus on the customer and user experience designs. The suggested solution from the contractor shall provide the capability for the State to seamlessly expand and grow over time, with the option to use new product features and for new departments to use the new EPP/CMS. The State is seeking an integration services contractor that will work with us to build an Innovation Roadmap that provides an incremental approach to transformation planning for the new enterprise portal. This Roadmap will pave the way for a gradual digital engagement with our citizens during the contract period, as funding is available.

2. Some of the expected benefits and features include:

- Provide an enterprise-wide solution that promotes collaboration among departments and the ability to share the same technology with our government partners such as:
 - Local Governments
 - Universities
 - Schools
 - Charities
 - Commissions
 - Boards
 - Initiatives
- Innovative Solutions using New Technology to Promote a Customer-Focused Digital Environment with focus on the upward trending mobile environment, where customers can utilize their hand held devices to view, purchase, and interact with their services providers.
- Login portal for our citizens and State employees with capability to build preferences, view alerts and communicate directly with the state departments or services.
- Intuitive platform design which will allow a non-technical user to update and publish content without extra assistance, to access pre-written code for additional functionality and with option for the State to request the development of new features, as needs arise.
- Sharing of content across all departmental websites, but maintained by updating one location.
- Branding standards for the state and other marketing initiatives can be maintained by the State as new websites are developed.
- Innovative approaches to integrate existing applications with the enterprise portal.
- A horizontal platform with focus on process improvements.

- A knowledge base portal with capacity to expand over time.
- An online customer service center:
 - One customer with one profile with capability to share profile information across multiple systems as they are integrated with the EPP/CMS.
 - Linking existing tools for user profiles.
 - Capability for the customer or department(s) serving the customer to manage customer profiles.
 - Provision of Statewide services available to customers in one place – doesn't require the customer to go to individual departments to obtain services
 - Enhanced customer service by providing a global view of customer needs and services to departments
- Customer-focused environments with streamlined processes to enhance the customer experience.

1.1.2. The current contract for the Enterprise Portal Services, which was entered into in April 2011, has a contract value of \$22,226,307.

The budget for this project for fiscal year 2017 is \$6,400,000. Note that this figure only represents budgeted compensation for the Contractor(s) under the contract(s) awarded as a result of this RFQ. This figure does not include the budgets for State resources, the incumbent vendor, or the State's Merchant Servicer.

1.1.3. As a result of this RFQ, the State intends to award two separate contracts: (1) Enterprise Portal Integration Services [EPIS] Contract; and (2) Enterprise Portal Platform and Hosting [EPPH] Contract. The EPIS Contract shall have a five (5)-year contract term. The EPPH Contract shall have a seven (7)-year contract term. *Pro forma* versions of these contracts are found in RFQ Attachments I and J.

Both of these contracts may be awarded to a single vendor; or each contract may be awarded to a separate vendor, provided that the vendors (each individually a "Team Member" and collectively a "Team") act as partners to submit a single proposal. The following examples are intended to clarify the proposal and contracting structures:

1. Vendor A is accomplished at providing the services required by the EPIS **and** EPPH Contracts. Vendor A may therefore choose to submit a proposal with the intent of performing all of the services under both contracts. The State would then enter into two distinct contracts, each one signed by the State and Vendor A.
2. Vendor B is accomplished at the services required by the EPIS, but **not** the services required by the EPPH. Vendor B may then choose to Team with Vendor C, which is accomplished at providing the EPPH services. The two vendors will submit a single, combined proposal, as a Team. The State would then enter into an EPIS Contract with Vendor B; and enter into an EPPH Contract with Vendor C.

In each example above, the proposing entity is submitting, and the State is evaluating, only one proposal. All proposing entities, be they single companies or Teams must propose both EPIS and EPPH services within a single proposal. In other words, the State will not evaluate EPIS and EPPH services from separate proposals, in order to execute contracts with two different vendors from two separate proposals.

The foregoing notwithstanding, the State reserves the right to award either the EPIS or the EPPH Contract as a standalone contract, without any obligation to award the other contract.

- 1.1.4. Official, written responses and communications related to this RFQ will be posted on the following website:

<http://tn.gov/finance/topic/sts-current-procurements>

With the permission of the Central Procurement Office (CPO), the link posted on the Department of General Services (DGS) website re-directs the interested party to the above website address. DGS's website link is:

<http://www.tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>

- 1.1.5. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

- 1.1.6. The State expects the awarded contractor to develop innovative applications and encourage the adoption of these applications through effective marketing campaigns. To this end, the contractor will develop and maintain an Annual Innovation Road Map, along with accompanying subsidiary strategic and tactical plans. These plans will guide the creative visioning, design, and marketing efforts, and will be the yardstick against which the State will measure the contractor's performance.

If the contractor's performance is sub-standard, the State will have the option to take over the creative visioning, design, and marketing portion of the Contract, or to re-assign it to a third party. See RFQ Attachment I, EPIS *Pro Forma* Contract, Section A.40.

- 1.1.7. Some State departments have statutory authority to collect Customer Option Fees. These are additional fees assessed for the convenience of using a web-based application to obtain and pay for services, rather than going through an alternative channel, such as mail or a physical visit to a State office.

All transactions processed through the Enterprise Portal will be settled by the State's Merchant Servicer. The State's Merchant Servicer will split the amount settled into at least two separate components: (1) the principal amount for the service; and (2) the Customer Option Fee.

The principal amount will always be settled to a State of Tennessee held bank account. The Customer Option Fee will, for certain designated applications, be required to be settled to a State-held bank account, and for other designated applications, be required to be settled to a Contractor-held bank account.

Some applications will not collect a Customer Option Fee. For these applications, the State intends to participate in the Government and Education Program sponsored by the payment card brands. A requirement of this program is that the principal transaction and service fee be processed and transmitted as two separate transactions

Throughout the Contract Term, the awarded contractor must have the banking relationships, infrastructure, software, and reporting capabilities to accommodate all of the above settlement scenarios, as requested by the State.

See EPIS Contract Section C.5.a for a detailed description of the above processes.

- 1.1.8. The EPIS Contractor will combine all charges to the State under both the EPIS Contract and the EPPH Contract, to create a consolidated Portal Services invoice. The EPPH Contractor(s) shall not invoice the State directly. As long as the EPIS Contract remains in place, the State shall only receive invoices from the EPIS Contractor.

In the event that the EPIS Contract is terminated and the EPPH Contract remains in place, the EPPH Contractor will invoice the State in accordance with the billing/invoicing provisions of RFQ Attachment J, pro forma EPIS Contract, Section C.5.

Assuming the EPIS Contract runs for its full term of five (5) years and the EPPH Contract runs for its full term of seven (7) years, during the last two years of the EPPH Contract, invoicing will occur as follows, depending upon the circumstances:

- In the event that the State awards a subsequent EPIS Contract, the State will incorporate into the subsequent EPIS Contract invoicing language that is the same as, or similar to, the billing/invoicing language that appears in RFQ Attachment I, pro forma EPIS Contract, Section C.5.
- In the event that there is no subsequent EPIS Contract and State decides to perform the ongoing integration services itself, the EPPH Contractor will invoice the State in accordance with the billing/invoicing provisions of RFQ Attachment J, pro forma EPPH Contract, Section C.5.

- 1.1.9. The successful vendor shall provide all services requested through this RFQ within the context of the State's *Enterprise Technology Architecture* Standards. The State's goal for standards is to limit the proliferation of technologies and the complexity of its information technology environment. **Non-standard technologies present an undue burden on the State in terms of additional training, support, maintenance, security risks, and operational costs that the State would otherwise not incur.** The services requested through this solicitation normally should be provided within the technical environment and State standards described by the *Enterprise Technology Architecture*.

The State also recognizes that there may be a case where use of a non-standard technology product is justifiable.

Non-State standard products are defined as:

- Any software that is not listed and designated as Current in the *Enterprise Technology Architecture*; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Enterprise Technology Architecture*.

The use of non-State standard technology products in the proposed solution requires an approved exception to State standards. Respondents must submit exception request(s) to the State well before the response submission deadline so that they may adjust their responses depending on State approval or rejection of the requests. Respondents must submit exception requests in writing (email is acceptable) to the Solicitation Coordinator so that the State receives them by no later than the Written Comments Deadline in the Schedule of Events.

The process for requesting a copy of the *Enterprise Technology Architecture* and for requesting exceptions to this *Architecture* is described in RFQ Attachment P.

- 1.1.10. The following RFQ Attachments provide information about the State's current portal environment, future licensing intent, and complex application sizing parameters for hosting:

Attachment N – Current Portal Environment

Attachment O – Enterprise Portal User License Scenario
Attachment R – Current Web Environment Specifications
Attachment S – Complex Application Transaction Volumes
Attachment T – Typical Complex Application Hosting Scenario

The State has also established an Enterprise Portal Information Repository (EPIR), which potential Respondents may find beneficial in preparing their responses to this RFP. The EPIR is maintained on a computer image, which is kept on-site at the State's Capital Complex Service Center. The EPIR includes source code and documentation, such as State standards, functional specifications for the applications, and additional documentation related to the State's current Enterprise Portal environment.

In order to gain access to the EPIR, a Respondent must submit a Notice of Intent to Respond (RFQ Section 1.2) and follow the additional instructions contained in RFQ Attachment P. The EPIR, including all of its contents, cannot leave State premises; therefore potential Respondents must physically come to the State's Capital Complex Service Center to review the EPIR.

IMPORTANT NOTE:

Prior to the publication of this RFQ, the State publically released a Request for Information (RFI), which the State used to better understand the current Enterprise Portal, Content Management, and hosting industries. During this RFI process, the State made available to the vendor community, for on-site review, portal application source code and related documents. Several vendors availed themselves of this review process.

The EPIR described above includes source code and associated documentation which was present in the RFI source code review, as well as a significant amount of additional information that was not present at that time of RFI source code review. For example, the State has added information pertaining to Simple Applications and websites. Therefore, the vendors that attended the RFI source code review did not see all relevant documentation during the RFI source code review.

The State encourages these vendors and all other potential Respondents to schedule time to review the EPIR data image at the Capital Complex Service Center, on the dates given in RFQ Section 2 below.

To schedule time to access the EPIR, contact the RFP Coordinator named in RFQ Section 4.1. **Due to the requirement for Respondents to submit a Notice of Intent to Respond and sign a Confidentiality Agreement prior to reviewing the EPIR, the State encourages potential Respondents to begin this process as soon as possible after the RFQ Issuance date.**

- 1.1.11. During the RFI process described in the preceding paragraph, the responding vendors asked questions. Please note that any questions asked during the RFI process will **NOT** be carried forward into the Written "Questions & Comments" process associated with this RFQ. Therefore, potential respondents to this RFQ should ask any questions that they may have during the RFQ Questions and Comments process, even if these questions were already asked during the RFI process.
- 1.1.12. It is a fundamental principle of this solicitation that the resulting Enterprise Portal solution shall be written to allow the State to easily transition the Enterprise Portal services and environment to a different vendor (or vendors), should the State need to do so, upon the termination of the resulting Contract. Therefore, the vendor shall design the solution in such a way as to allow the State to move individual applications or the complete environment to another hosted solution, should the need arise. Furthermore, the vendor shall assure that all content, data, and applications delivered or modified within the scope and duration of this contract can function without limitation or reduced functionality on infrastructure that is not proprietary to the vendor.

Throughout the Contract Term, the vendor shall assure that all integration, application development, hosting, and other services are provided using hardware and software that are not proprietary to the vendor. In this context, the State intends “proprietary” to mean that the State could not, without significant re-writing and expense, transfer the State’s EPP/CMS and associated applications to a vendor other than the one(s) that receive an award through this RFQ.

The only exceptions to above rule are instances in which the vendor has obtained prior written approval from the State to introduce proprietary materials into the Portal Services solution.

The vendor shall request any such specific exceptions during the Written Questions and Comments period (see RFQ Schedule of Events); or, during the Term of the Contract, in accordance with the relevant Contract provisions. See RFQ Section 1.1.9 above; RFQ Attachment P; RFQ Attachment I, *pro forma* EPIS Contract Sections A.11 and A.12.n.iii; RFQ Attachment J, *pro forma* EPPH Contract Sections A.7.b.ii, A.8.b.i, A.9.

- 1.1.13. The Contractor shall complete the Transition-In Project by no later than six (6) months from the Contract Start Date. See EPIS Contract Section A.5 and EPPH Contract Section A.5 (RFP Attachments I and J). Respondents must be aware that some State Organizational Units have “black-out” periods, in which their critical applications cannot be off-line. The Contractor must work around these periods, while still maintaining the State’s required schedule.

The State will require the successful vendor to complete all Transition-In Project activities **for Complex Applications** by no later than six (6) months from the Contract Start Date. In the event that the successful vendor does not meet this deadline, the State **shall have the right to assess** liquidated damages for every day beyond the deadline. See EPIS Contract Section A.10 and EPPH Contract Section A.32.

1.2. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual’s name (as appropriate), a contact person’s name and title, the contact person’s mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.3. **Definitions and Abbreviations**

See RFP Attachment Q for a table containing Definitions and Abbreviations.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		1/27/2016
2.	Disability Accommodation Request Deadline	2:00 p.m.	2/1/2016
3.	Notice of Intent to Respond Deadline	2:00 p.m.	2/3/2016
4.	Enterprise Portal Information Repository (EPIR) Review		2/8/2016 - 2/19/2016
5.	Written "Questions & Comments" Deadline	2:00 p.m.	2/24/2016
6.	State response to written "Questions & Comments"		3/15/2016
7.	RFQ Technical Response Deadline	2:00 p.m.	3/29/2016
8.	State Schedules respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		4/1/2016
9.	Respondent Oral Presentations		4/11/2016 - 4/15/2016
10.	State Notice of Qualified Respondents Released		4/22/2016
11.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	4/29/2016
12.	State Evaluation Notice Released		5/4/2016
13.	Solicitation Files Opened for Public Inspection		5/5/2016
14.	Contract Negotiations		5/17/2016 - 5/23/2016
15.	Respondent Contract Signature Deadline		5/24/2016
16.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		6/2/2016

3. RESPONSE REQUIREMENTS

3.1. **Response Contents:** A response to this RFQ should address the following:

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.4. **Cost Proposal: *For Qualified Respondents only***
 - 3.1.4.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
 - 3.1.4.2. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment F, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment F may be deemed nonresponsive.
 - 3.1.4.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment F, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
 - 3.1.4.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
 - 3.1.4.5. A Respondent must sign and date the Cost Proposal.
 - 3.1.4.6. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Sharon Pope
Central Procurement Office
TN Tower

3rd Fl. Rosa L. Parks Ave.
Nashville, TN 37243
615-741-9588

3.3. Response Format

- 3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ # 31701-03136 TECHNICAL RESPONSE ORIGINAL”

and **eleven (11) copies** of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ # 31701-03136 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.2. Cost Proposal: ***For Qualified Respondents only***

One (1) original Cost Proposal paper document labeled:

“RFQ # 31701-03136 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on a separate, blank, standard CD-R recordable disc or USB flash-drive labeled:

“RFQ # 31701-03136 COST PROPOSAL COPY”

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

3.4. Response Prohibitions: A response to this RFQ shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ);
- 3.4.6. Limit competition or share information about potential responses. A response to this RFQ, however, may include Teams combining for a single response. A Team Member

may participate in one or more Teams, but in no event shall a Team Member enter into an exclusive arrangement as part of a Team that has the effect of limiting competition. In the event a Team Member responds as part of more than one Team, the personnel of the Team Members shall not share any information about potential responses with personnel of the other Teams. Firewalling personnel of Team Members and other safeguards as deemed necessary by the State shall be put in place to ensure that any information regarding potential responses is not shared beyond the immediate Team submitting the response; or

3.4.7. Provide an oral presentation to exceed four (4) hours in length including time for questions. A topic outline will be provided with the oral presentation invitation.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. **Response Withdrawal**

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ # 31701-03136 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Sharon Pope
Central Procurement Office
TN Tower
3rd Fl. Rosa L. Parks Ave.
Nashville, TN 37243
615-741-9588
Sharon.Pope@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.2).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

David Sledge
Title VI Coordinator
Tennessee Department of Finance and Administration
Human Resource Office
21st Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615.532.4595
Fax: 615.741.3470
E-mail: David.Sledge@TN.gov

4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color,

religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

4.4. **Respondent Required Review & Waiver of Objections**

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachments I and J, *pro forma* Contracts, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written "Questions & Comments Deadline" detailed in RFQ § 2, Schedule of Events.

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

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

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

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

- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7. **RFQ Amendments & Cancellation**

- 4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.2). A respondent must respond, as required, to the final RFQ (including its attachments) as may be amended.
- 4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. **Assignment & Subcontracting**

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

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

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

4.10. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

5. **PROCUREMENT PROCESS & CONTRACT AWARD**

- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Evaluation of Cost Proposals. Any contract award is subject to successful contract negotiation.
- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

The Technical Responses must be ranked after scores are calculated, totaled, and averaged, a determination is made that these scores meet all required thresholds, and the scores are put in ordinal ranking (1 - the best evaluated ranking).

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. The State may invite those who passed the Phase I evaluation to give oral presentations to the State. The qualitative assessment of each Respondent will include the information derived from the oral presentations. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B, C, and D).

The Solicitation Coordinator will calculate the Scores for each Attachment B, C, and D of each Technical Proposal submitted by Respondents and scored by the evaluation team, record the scores in the Technical Proposal Score Summary in Attachment E, and calculate the Overall Technical Proposal Score.

The Solicitation Coordinator will calculate the Average Technical Proposal Score for each Respondent by Attachment for Attachments B, C, and D by averaging the scores for each member of the evaluation team. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point. For each Respondent, the Solicitation Coordinator will determine if the Average Technical Proposal Score for Attachments B, C and D meet all the required thresholds below:

Attachment B: Average score must equal at least 15 points out of 20 points.

Attachment C: Average score must equal at least 45 points out of 60 points.

Attachment D: Average score must equal at least 15 points out of 20 points.

If the Average Technical Proposal Scores for a Respondent's proposal do not meet all of the thresholds above for Attachments B, C and D, the Respondent's proposal will not pass on to the Cost Proposal evaluation stage.

From the Respondents who meet all the required thresholds above for Attachments B, C and D, the Solicitation Coordinator will calculate the Average Overall Technical Proposal Score. This is calculated by totaling the Average Technical Proposal Scores for Attachments B, C and D for each Respondent's Technical Proposal. Respondents with the top 3 Highest Average Overall Technical Proposal Score within a range of 10 points will be considered Qualified for evaluation and will pass on to the Cost Proposal evaluation stage. The final award is based solely on cost. (Example: 92.00 is the Highest Average Overall

Technical Proposal Score. In this example, the 10 point range considered Qualified for evaluation is 82.01 to 92.00. The top 3 Highest Average Overall Technical Proposal Scores within the range of 82.01 to 92.00 will pass on to the Cost Proposal evaluation stage.)

The Technical Proposal scores shall only be used to determine the respondents that meet all established thresholds and are within the competitive range. Once the competitive range has been established, the final award shall be made on the basis of the Cost Proposal scores alone.

- 5.3. Cost Proposals: If included as part of this solicitation then only Qualified Respondents, that are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment F, Cost Proposal & Evaluation Guide.
- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.
 - 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.
 - 5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.
 - 5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5 Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
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Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	20
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	60
Oral Presentation (refer to RFQ Attachment D)	20

Evaluation Category	Maximum Points Possible
Cost Proposal (refer to RFQ Attachment F)	100

5.6. Contract Award

- 5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)
- 5.6.3. The State reserves the right to make an award without further discussion of any response. In addition, the State reserves the right to award either the EPIS or the EPPH Contract as a standalone contract, without any obligation to award the other contract.
- 5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.
- NOTICE:** The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.
- 5.6.5. The Respondent identified as offering the apparent best-evaluated response must sign the contracts drawn by the State pursuant to this RFQ. The contracts shall be substantially the same as the RFQ Attachments I and J, *pro forma* contracts. The Respondent must sign said contracts no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contracts by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
- 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the Parties' best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

As stated in RFQ Section 1.1.3, the EPIS and EPPH contracts “may be awarded to a single vendor; or each contract may be awarded to a separate vendor, provided that the vendors (each individually a “Team Member” and collectively a “Team”) act as partners to submit a single proposal.” (See RFQ Section 1.1.3 for explanatory examples.)

For RFQ Attachment A, there will be only one set of responses. These are Mandatory Requirements that must be met as a condition of submitting a Proposal. Therefore, the responding Team must affirm that the Team meets all Section A requirements. With regard to the Mandatory Requirements in Attachment A, the State will evaluate the Team as a whole; there is no need for separate Team Member responses in Attachment A.

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment G) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>In order to respond to this RFQ, the EPP/CMS <u>product proposed and the product's vendor/publisher</u> must be present in the Magic Quadrants of both of Gartner's current research notes, "Magic Quadrant for Horizontal Portals," and "Magic Quadrant for Web Content Management." Further, the EPP/CMS <u>product proposed and the product's vendor/publisher</u> must be designated as a Leader in one of these research notes.</p> <p>The State shall freeze the list of Potentially Acceptable Products and Product Vendors/Publishers, as defined above, prior to the "RFQ Technical Proposal Deadline" (see RFQ Section 2). The State shall publish this list on the following website:</p> <p>http://tn.gov/finance/topic/sts-current-procurements</p> <p>Provide written confirmation that, as of the "RFQ Technical Proposal Deadline," the EPP/CMS product proposed and the product's vendor/publisher appear on the Potentially Acceptable Products and Product Vendors/Publishers list, as published on the above website.</p> <p>NOTE: THE APPEARANCE OF PRODUCTS OR PRODUCT VENDORS/PUBLISHERS ON THE POTENTIALLY ACCEPTABLE LIST DESCRIBED HEREIN DOES NOT, IN AND OF ITSELF, GUARANTEE THAT THE PROPOSED ENTERPRISE PORTAL SOLUTION IS ACCEPTABLE; TO BE DEEMED ACCEPTABLE, THE PROPOSED ENTERPRISE PORTAL SOLUTION MUST COMPLY WITH THIS AND ALL OTHER MANDATORY REQUIREMENTS DETAILED IN THIS RFQ ATTACHMENT A.</p>	
	A.7.	<p>Provide written confirmation that the Respondent's EPP/CMS software shall include, at a minimum, the following features:</p> <ol style="list-style-type: none"> Flexibility for an authorized non-technical user to develop forms and build custom workflows using Microsoft Active Directory connections. Workflow must provide capability for multiple-level approval streams. Capability to develop forms using "drag and drop" features. Separate Sites for Each Organizational Unit: 	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<ul style="list-style-type: none"> i. Separate External and Internal Sites for each Organizational Unit ii. Ability to have multiple external sites per Organizational Unit iii. Ability to migrate existing Simple Applications to the EPP/CMS iv. Ability to build new web applications d. Scalable to accommodate the State's future growth e. Master templates where the State's branding standards and basic framing of all sites can be maintained and enforced f. Built-in analytics – does not require purchase of other software g. Alert system h. Role-based security, allowing each Organizational Unit to manage the assignment of roles and responsibilities at the Division or Department level i. Collaboration tools (e.g., blogs, wikis, forums) and file sharing between two or more users j. Ability to create communities within the EPP/CMS and to assign roles and responsibilities to users of the communities 	
	A.8.	Provide written confirmation that the Respondent's EPP/CMS software shall be compliant with open standards for internet technologies.	
	A.9.	Provide written confirmation that the Respondent's EPP/CMS software shall be capable of operating in either a cloud-based (off-premise) or hybrid (mixed on-premise and off-premise) environment.	
	A.10.	Provide written confirmation that the Respondent's EPP/CMS software shall support multiple isolated websites accessed through unique URLs.	
	A.11.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to support a minimum of 200,000 hits per hour.	
	A.12.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to support a minimum of 7.5 million users and to expand for future growth.	
	A.13.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to support a minimum of 47,500 concurrent user sessions.	
	A.14.	Provide written confirmation that the Respondent's EPP/CMS software shall support roles and responsibilities management with all of the following characteristics: <ul style="list-style-type: none"> a. Separate and distinct roles and responsibilities for each of the 	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>three environments</p> <p>b. Capability for a central set of administrators to assign and manage roles and responsibilities</p> <p>c. The ability to delegate administration of roles and responsibilities to State Organizational Units</p> <p>d. The ability for the State to define custom roles and responsibilities</p>	
	A.15.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to partition the main site to facilitate the assignment for different user groups/owners for maintenance (i.e., multisite capabilities); e.g., a user group/owner in State Organizational Unit A does not have access to State Organizational Unit B's information.	
	A.16.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to extract data in file formats, as defined by the State, for analytics and report generation. (E.g., CSV, Excel)	
	A.17.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to generate reports and queries to track the path used by the customer to access a site and the page the customer last accessed before leaving the site.	
	A.18.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to track the period of time a visitor stays on specified pages on a specified site.	
	A.19.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability for secure file sharing for the External (Internet) environment.	
	A.20.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability for secure file sharing for Internal (Intranet) environment.	
	A.21.	Provide written confirmation that the Respondent's EPP/CMS software shall provide role-based security to allow Organizational Unit/other Organizational Unit users to be set up and granted access to marketing/communication tools based on their assigned security roles.	
	A.22.	Provide written confirmation that the Respondent's EPP/CMS software shall provide a global chat feature to support or replace the current chat feature on the TN.GOV website. This chat feature can be provided by another vendor as long as the EPP/CMS software has the ability to interface or integrate with the solution. The global chat feature shall have the capability to encrypt the sessions, but not log the sessions.	
	A.23.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to send mass e-mails, through integration with the State's standard e-mail system.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.24.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the capability to use a separate exchange, domain name, or IP address to send any e-mail blast outgoing mail to internal or external customers. (Note that this requirement does not apply to alerts and notifications coming from the Enterprise Portal itself.)	
	A.25.	Provide written confirmation that the Respondent's EPP/CMS software shall provide an e-commerce functionality for current applications used by the State, as well as for future growth.	
	A.26.	Provide written confirmation that the Respondent's EPP/CMS software shall have the capability to process electronic payments though all Environments and mobile devices.	
	A.27.	Provide written confirmation that the Respondent's EPP/CMS software shall have the ability to process financial transactions through integration with the State's Merchant Servicer using Application Programming Interface (API) 5.0, or greater.	
	A.28.	Provide written confirmation that the Respondent's EPP/CMS software shall support both Native and Hybrid Mobile Application Development.	
	A.29.	Provide written confirmation that the Respondent's EPP/CMS software shall provide the ability to develop functionality (e.g., webpages, websites, applications, work flow) for all three major mobile endpoint platforms: Windows, iOS, and Android.	
	A.30.	Provide written confirmation that, for the duration of the contract, the EPPH Contractor shall host all web environments (Internal, External, and Simple Applications) using a single vendor's EPP/CMS portal software product to develop, maintain, and provide flexibility for all three of the aforesaid web environments.	
	A.31.	Provide written confirmation that all EPP/CMS environments (external, internal, and application) shall be available 24/7/365 and maintained by the Contractor for the duration of the contract.	
	A.32.	Provide written confirmation that the all staff directly employed by the EPIS Contractor that are assigned to develop and/or maintain the State's applications shall be based in the Continental United States. Subcontractor development and maintenance staff may be located outside of the Continental United States.	
	A.33.	Provide written confirmation that the all EPIS Contractor staff resources assigned to develop and/or maintain Complex Applications shall have the following qualifications, at a minimum: Either: 1. Two (2) years' experience with developing payment-based applications;	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		Or: 2. Two (2) years' experience with mobile application development.	
	A.34.	<p>Provide written confirmation that the Respondent and the Respondent's Enterprise Portal solution conform in all regards to the following security requirements:</p> <ol style="list-style-type: none"> 1. The Respondent must hold a minimum of at least one (1) of the following certifications: <ul style="list-style-type: none"> • FedRAMP; <u>OR</u> • ISO27001; <u>OR</u> • SOC-2 Type 2. 2. The Enterprise Portal solution is Payment Card Industry (PCI) compliant. 3. The Enterprise Portal solution is capable of data encryption, both in-transit and at-rest. 	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

As stated in RFQ Section 1.1.3, the EPIS and EPPH contracts “may be awarded to a single vendor; or each contract may be awarded to a separate vendor, provided that the vendors (each individually a “Team Member” and collectively a “Team”) act as partners to submit a single proposal.” (See RFQ Section 1.1.3 for explanatory examples.)

For RFQ Attachment B, each Team Member that makes up the Team shall provide its own set of responses to all of the requirement items. The Team Members shall use a single Attachment B form to provide all Team Members’ responses. On this form, the responses should be separated and clearly labeled as applying to one Team Member or the other.

With regard to the references required by Attachment B, item B.17, the respondent shall assure that each Team Member provides the required number of references. For example, if there were two Team Members, the respondent should submit ten (10) reference forms, five for each Team Member.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent’s number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	<p>Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>
	B.12.	<p>Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.</p>
	B.13.	<p>Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p>
	B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> • Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>automatically result in the addition or deduction of evaluation points.</p> <ul style="list-style-type: none"> • Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> • two (2) of the larger accounts currently serviced by the Respondent, <u>and</u> • three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFQ Attachment H. References that are not completed as required will be considered nonresponsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below:</p> <ol style="list-style-type: none"> "Customize" the standard reference questionnaire at Attachment H by adding the subject Respondent's name, and make exact duplicates for completion by references. Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. Instruct the person who will provide a reference for the Respondent to: <ol style="list-style-type: none"> complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); sign <u>and</u> date the completed, reference questionnaire; seal the completed, signed, and dated, reference questionnaire within the envelope provided; sign his or her name in ink across the sealed portion of the envelope; and return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). <u>Do NOT open the sealed references upon receipt.</u> Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. <p>NOTES:</p> <ul style="list-style-type: none"> • The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. • The State will not review more than the number of required references indicated above. • While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. • The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19	<p>The State is amenable to accepting some changes to the <i>pro forma</i> EPIS and EPPH contracts in RFQ Attachments I and J. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the post award process, subject to any mandates or restrictions imposed on the State by applicable state law. <u>The State, however, will not take under advisement or consideration any alternative or supplemental suggested contract language changes that were not included in the Respondent's response to this Item B.19.</u></p> <p>Clearly list in the response to B.19 all exceptions the Respondent is taking to the RFP's <i>pro forma</i> contract. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, (2) push back any deadlines, or (3) introduce a significant alteration to the contract requirements. All exceptions must be listed in this section.</p> <p>In addition to the "red-line" exceptions above, the Proposer should also include in response to this Item B.19 any and all Contractor licensing provisions/agreements with which the Proposer will expect the State to comply. Please refer to <i>pro forma</i> EPPH Contract Section A.8.a for additional information concerning such provisions/agreements.</p>
<p>SCORE (for all Section B— Qualifications & Experience Items above): (maximum possible score = 20)</p>		
<p>State Use – Evaluator Identification:</p>		

TECHNICAL RESPONSE & EVALUATION GUIDE

Section C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

As stated in RFQ Section 1.1.3, the EPIS and EPPH contracts “may be awarded to a single vendor; or each contract may be awarded to a separate vendor, provided that the vendors (each individually a “Team Member” and collectively a “Team”) act as partners to submit a single proposal.” (See RFQ Section 1.1.3 for explanatory examples.)

For RFQ Attachment C, there are separate sections for the responses related to the EPIS and EPPH Contracts. The Team Members that make up the Team shall respond to the sections related to their responsibility areas.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State’s project schedule. Important Note: The State will require the successful vendor to complete all EPP/CMS acquisition/configuration (EPPH Contract Section A.8.b) and Enterprise Portal Transition-In Project activities pertaining to Complex Applications (EPIS Contract Section A.8, in part) by no later than one (1) months and six (6) months, respectively, from the Contract Start Date. In the event that the successful vendor does not meet these deadlines, the State shall have the right to assess liquidated damages for every day beyond the deadlines. In response to this Item C.2, the respondent shall specifically describe how the respondent will ensure timely completion of Transition-In tasks.		1	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of		1	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		services, and accomplish required objectives within the State's project schedule.			
	C.4.	Provide a detailed description of how the Respondent will make use of any products, tools, and/software, including necessary third-party components such as plug-ins (collectively, "components") to provide the EPP/CMS. In addition, confirm which of these components are on published product roadmaps and provide copies of these roadmaps, as well as any plans for end-of-life status for any of the components prior to June 30, 2021.		23	
Enterprise Portal Integration Services (EPIS) Contract Evaluation Questions Section A - Scope of Services					
	C.5.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.6.		4	
	C.6.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.7.a.		5	
	C.7.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.7.b.		5	
	C.8.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.a.		4	
	C.9.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.b.		4	
	C.10.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.c.		5	
	C.11.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.d.		5	
	C.12.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.e.		4	
	C.13.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.f.		5	
	C.14.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item		4	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		A.8.g.			
	C.15.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.h.		5	
	C.16.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.i.		5	
	C.17.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.8.j.		5	
	C.18.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.9.		5	
	C.19.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.10.		5	
	C.20.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.11.		5	
	C.21.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.12.		5	
	C.22.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.13.		5	
	C.23.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.14.		5	
	C.24.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.15.		4	
	C.25.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.16.		5	
	C.26.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.17.		5	
	C.27.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.18.		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.28.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.19.		4	
	C.29.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.20.		4	
	C.30.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.21.		3	
	C.31.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.22.		4	
	C.32.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.23.		4	
	C.33.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.24.		3	
	C.34.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.25.		4	
	C.35.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.26.		4	
	C.36.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.27.		4	
	C.37.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.28.		4	
	C.38.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.29.		4	
	C.39.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.30.		5	
	C.40.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.31.		4	
	C.41.	Describe how the Respondent will perform the		4	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		services detailed in EPIS Contract Section A, Item A.32.			
	C.42.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.33.		4	
	C.43.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.34.		2	
	C.44.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.35.		1	
	C.45.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.36. In response to this Item C.45 , the Respondent must also provide an initial Transition-Out and Closeout Plan as defined in the <i>pro forma</i> contract. The State will incorporate the plan submitted by the successful Respondent into the EPIS Contract, as a part of the Project File.		5	
	C.46.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.37.		2	
	C.47.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.38.		3	
	C.48.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.39.		2	
	C.49.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.40. As a part of the response to this Item C.49 , the respondent shall provide a detailed draft of the Annual Innovation Road Map. Apart from the State's evaluation of this draft, the draft shall also serve as the starting point for the Annual Innovation Road Map deliverable, which shall be maintained throughout the Contract Term.		1	
	C.50.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.41.		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.51.	<p>Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.42.</p> <p>At a minimum, the response shall address the following:</p> <ul style="list-style-type: none"> a. It must provide a clearly defined strategy for the migration and the level of effort required to be successful. This Strategy shall include, at a minimum, the following items: <ul style="list-style-type: none"> i. Recommended application groupings that need to be co-located ii. Network requirements between State and Cloud hosted environment iii. Requirements for Identity and Access Management solutions/ Possibility of State's AD federation with cloud iv. Disaster Recovery in cloud or to State's Datacenter v. Isolation with other environments hosted in Cloud/Vendor's Datacenter. b. The Respondent shall provide a Documented list, from an administrative and security standpoint, of Roles and Responsibilities for implementation, administration, security etc., to include: <ul style="list-style-type: none"> i. Vendor Responsibilities ii. Organizational Unit Responsibilities iii. Shared Responsibilities iv. Administrative Level Access c. The Respondent shall provide a documented list of risks and risk-mitigations for the proposed hosting approach, including Transition to new technologies that would require State's coordination and Downtime etc. d. The Respondent shall provide a List of Self-Provisioning Tools, if any. <p>IMPORTANT NOTE: Do not include any Cost Proposal information in the Technical Proposal.</p>		5	
	C.52.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.43.		5	
	C.53.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item		3	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		A.44.			
	C.54.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.45.		3	
	C.55.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.46.		5	
	C.56.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.47.		5	
	C.57.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.48.		5	
	C.58.	Describe how the Respondent will perform the services detailed in EPIS Contract Section A, Item A.49.		2	
Enterprise Portal Integration Services (EPIS) Contract Evaluation Questions Contract Attachment 3 – Detailed Requirements					
	C.59.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 1, General. <u>Address all subsections.</u>		5	
	C.60.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 2, Functionality – Content Development/Management. <u>Address all subsections.</u>		5	
	C.61.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 3, Functionality –Application Development and Maintenance. <u>Address all subsections.</u>		5	
	C.62.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 4, Functionality - Interfaces/Integration. <u>Address all subsections.</u>		5	
	C.63.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 5, Functionality - Search. <u>Address all subsections.</u>		5	
	C.64.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 6, Qualities - Security. <u>Address all</u>		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		subsections.			
	C.65.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 7, Qualities - Interoperability. <u>Address all subsections.</u>		5	
	C.66.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 8, Qualities - Capacity. <u>Address all subsections.</u>		5	
	C.67.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 9, Learning. <u>Address all subsections.</u>		5	
	C.68.	Describe how the Respondent will perform the services detailed in EPIS Contract Attachment 3, Item 10, Accessibility. <u>Address all subsections.</u>		5	
	C.69.	If the Respondent wishes to propose additional functionality not listed in EPIS Pro Forma Contract Attachment 3, the Respondent may describe that functionality in response to this Item C.69 ; <u>provided however that the described functionality shall be included within the Proposed Costs.</u> In response to this question, do NOT list or describe any requirements/functionality for which the Respondent intends to charge fees to the State in addition to the Proposed Costs submitted in response to RFQ Attachment F. In addition, as always, do NOT include any pricing or cost information in the Technical Proposal.		3	
Enterprise Portal Platform and Hosting (EPPH) Contract Evaluation Questions Section A - Scope of Services					
	C.70.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.6.		4	
	C.71.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.7.a.		5	
	C.72.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.7.b.		5	
	C.73.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		A.7.c.			
	C.74.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.7.d.		3	
	C.75.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.8.a.		5	
	C.76.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.8.b. As a part of the Respondent's submission to this Item C.76 , the Respondent shall provide a high-level architectural network diagram showing app servers, database servers, firewalls, etc.		5	
	C.77.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.8.c.		5	
	C.78.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.8.d.		4	
	C.79.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.8.e.		3	
	C.80.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.9.		4	
	C.81.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.10.		5	
	C.82.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.11.		5	
	C.83.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.12.		5	
	C.84.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.13.		3	
	C.85.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item		3	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		A.14.			
	C.86.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.15.		4	
	C.87.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.16.		4	
	C.88.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.17.		4	
	C.89.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.18.		3	
	C.90.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.19.		3	
	C.91.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.20. In response to this Item C.91 , the Respondent must also provide an initial Transition-Out and Closeout Plan. The State will incorporate the plan submitted by the successful Respondent into the EPPH Contract, as a part of the Project File.		5	
	C.92.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.21.		3	
	C.93.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.22.		2	
	C.94.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.23.		3	
	C.95.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.24.		3	
	C.96.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.25.		5	
	C.97.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.26.		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.98.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.27.		5	
	C.99.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.28.		3	
	C.100.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.29.		5	
	C.101.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.30.		5	
	C.102.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.31.		5	
	C.103.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.32.		3	
	C.104.	Describe how the Respondent will perform the services detailed in EPPH Contract Section A, Item A.33.		2	
Enterprise Portal Platform and Hosting (EPPH) Contract Evaluation Questions Contract Attachment 3 – Detailed Requirements					
	C.105.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 1, General. <u>Address all subsections.</u>		5	
	C.106.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 2, Functionality - Workflow. <u>Address all subsections.</u>		5	
	C.107.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 3, Functionality – Content Development/Management. <u>Address all subsections.</u>		5	
	C.108.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 4, Functionality – E-Commerce. <u>Address all subsections.</u>		5	
	C.109.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 5, Functionality - Mobile. <u>Address all subsections.</u>		5	
	C.110.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3,		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Item 6, Functionality – Integration/Interfaces. <u>Address all subsections.</u>			
	C.111.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 7, Functionality - Search. <u>Address all subsections.</u>		5	
	C.112.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 8, Functionality - Purge. <u>Address all subsections.</u>		5	
	C.113.	Describe how the Respondent will perform the services detailed in EPPH Contract Attachment 3, Item 9, Functionality - Calendar. <u>Address all subsections.</u>		4	
	C.114.	<p>If the Respondent wishes to propose additional functionality not listed in EPPH Pro Forma Contract Attachment 3, the Respondent may describe that functionality in response to this Item C.114; <u>provided however that the described functionality shall be included within the Proposed Costs.</u></p> <p>In response to this question, do NOT list or describe any requirements/functionality for which the Respondent intends to charge fees to the State in addition to the Proposed Costs submitted in response to RFQ Attachment F.</p> <p>In addition, as always, do NOT include any pricing or cost information in the Technical Proposal.</p>		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			X 60 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ORAL PRESENTATION EVALUATION GUIDE

RESPONDENT LEGAL ENTITY NAME:		
<p>The Respondent must address ALL areas below during the Oral Presentation. A detailed presentation script for each area has been provided to the Respondent in RFQ Attachment M. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the Respondent's presentation in each area. The Evaluators will score each section of the Oral Presentation, assigning it a score between 0 (zero) and the Maximum Score shown below.</p>		
Presentation Area	State Use ONLY	
	Maximum Score	Evaluator's Score
D.1. Overview	N/A	N/A
D.2. Administration/Integrations	4	
D.3. Functionalities	5	
D.4. Analytics	3	
D.5. End User Set Up/Experience	5	
D.6. Monitoring/Reporting/Security	3	
D.7. Specified Created Webpages/Websites	4	
D.8. Transition Approach	5	
D.9. Variable Services	4	
D.10. Hosting for Complex Applications	4	
D.11. Use of State-Approved Proprietary Software	3	
D.12. State Questions	N/A	N/A
<i>The RFQ Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>		Total Evaluator's Score: <i>(sum of Scores above)</i>
Total Evaluator's Score <hr/> Maximum Possible Total Evaluator's Score <i>(sum of Maximum Scores above)</i>	X 20 <i>(maximum possible score)</i>	= SCORE:
<i>State Use – Evaluator Identification:</i>		
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>		

TECHNICAL PROPOSAL SCORE SUMMARY

Technical Evaluation Guide Section	Proposer Name						Average Technical Proposal Score	75% Threshold	Meets Threshold? (Y/N)
	Evaluator Name	Repeat as necessary							
Section B General Qualifications & Experience Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15	
Section C Technical Qualifications, Experience & Approach Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45	
Section D Oral Presentation Evaluation Guide	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15	
Average Overall Technical Proposal Score:							0.00		

Technical Evaluation Guide Section	Proposer Name						Average Technical Proposal Score	75% Threshold	Meets Threshold? (Y/N)
	Evaluator Name	Repeat as necessary							
Section B General Qualifications & Experience Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15	
Section C Technical Qualifications, Experience & Approach Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45	
Section D Oral Presentation Evaluation Guide	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15	
Average Overall Technical Proposal Score:							0.00		

REPEAT AS NECESSARY

Cost Proposal & Evaluation Guide
For Qualified Respondents Only

THE COST PROPOSAL & EVALUATION GUIDE IS AN EXCEL WORKBOOK, WHICH IS FOUND AT THE FOLLOWING WEBSITE:

<http://tn.gov/finance/topic/sts-current-procurements>

The Respondent shall use this workbook to develop and submit its Cost Proposal, following the instructions therein.

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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

- 1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees that the terms and conditions in the contract awarded pursuant to this RFQ shall be substantially the same as the terms and conditions set out in the Pro Forma Contracts that appear in RFQ Attachments I and J; provided, however, that the State shall entertain limited negotiations with the apparent best-evaluated Respondent on terms and conditions identified by the respondent in response to RFQ Attachment B, Item B.19.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
(a) the laws of the State of Tennessee;
(b) Title VI of the federal Civil Rights Act of 1964;
(c) Title IX of the federal Education Amendments Act of 1972;
(d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
(e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:

REFERENCE QUESTIONNAIRE

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

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

RFQ # 31701-03136 REFERENCE QUESTIONNAIRE

RESPONDENT NAME: **RESPONDENT NAME** (completed by respondent before reference is requested)

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

Each individual responding to this reference questionnaire is asked to follow these instructions: complete this questionnaire (either using the form provided or an exact duplicate of this document); sign and date the completed questionnaire; seal the completed, signed, and dated questionnaire in a new standard #10 envelope; sign in ink across the sealed portion of the envelope; and return the sealed envelope containing the completed questionnaire directly to the respondent.

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

What goods or services do/did the vendor provide to your company or organization?

What is the level of your overall satisfaction with the vendor of the goods or services described above?

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



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

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

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

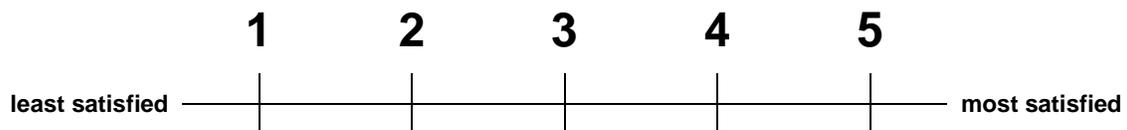
How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?

In what areas of goods or service delivery do/did the vendor excel?

In what areas of goods or service delivery do/did the vendor fall short?

What is the level of your satisfaction with the vendor's project management structures, processes, and personnel?

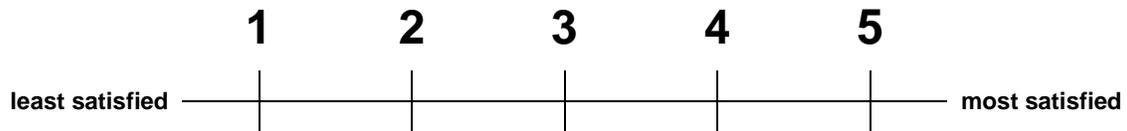
Please respond by circling the appropriate number on the scale below.



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

Considering the staff assigned by the vendor to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

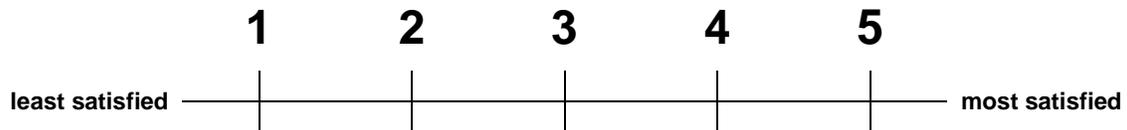
Please respond by circling the appropriate number on the scale below.



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

Would you contract again with the vendor for the same or similar goods or services?

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

**RFQ # 31701-03136 PRO FORMA CONTRACT
ENTERPRISE PORTAL INTEGRATION SERVICES (EPIS)**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

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

This Contract, by and between the State of Tennessee, Department of Finance and Administration ("State") and **Contractor Legal Entity Name** ("EPIS Contractor"), is for the provision of Enterprise Portal Integration Services (EPIS), as further defined in the "SCOPE." State and EPIS Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract. This is the EPIS Contract.

The EPIS Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

EPIS Contractor Place of Incorporation or Organization: **Location**

EPIS Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The EPIS Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Enterprise Portal Integration Services (EPIS) Contract Overview. The State is seeking Enterprise Portal services through two separate contracts, both of which are awarded under the same Request for Qualifications (RFQ # 31701-03136): (1) the EPIS Contract and (2) the Enterprise Portal Platform and Hosting contract (EPPH).
- a. The EPPH contract encompasses the acquisition and implementation of Enterprise Portal Platform and associated training. The EPPH contract is a separate contract and should not be confused with the EPIS Contract.
 - b. The EPIS Contractor shall work with the EPPH Contractor, the Incumbent Vendor, the State's Merchant Servicer, and the State to successfully transition the Internal environment (Intranet), the external environment (Internet), and some applications, as defined by the State, to the new EPP/CMS during the transition-in period in accordance with the State-approved Project Schedule.
 - c. There are two (2) complexity levels of applications to be transitioned and supported: Simple and Complex. See RFQ Attachment Q for definitions of complexity levels, and see RFQ Attachment K for complexity levels and other important information concerning the current Portal applications.
 - d. The EPIS Contractor shall provide on-going baseline support services for Complex Applications in accordance with the requirements defined in this contract.
- A.3. EPIS Contract Services Categories. The **EPIS Contract** comprises the following categories of services:
- a. Baseline Services
 - b. Transition-In Project Services
 - c. Variable Services

The EPIS Contractor shall provide the Baseline Services, Transition-In Project Services, and Variable Services within the State's specified timeframes.

- A.4. Baseline Services.

- a. General Baseline Services
 - i. Perform Portal Program Oversight
 - ii. Provide Disaster Recovery Services
 - iii. Application Monitoring
 - iv. Job Scheduling
 - v. Customer Relations Management
 - vi. Web Address and Active Applications Lists
 - vii. Skillset Requirements
 - viii. General Baseline Services Compensation.
- b. Specific Baseline Services
 - i. Perform Maintenance and Support for Applications
 - ii. General Maintenance and Support Requirements
 - iii. Skillset Requirements
 - iv. Specific Baseline Services Compensation.

The above items are described in greater detail below.

A.5. Transition-In Project.

- a. Establish Management/Governance
- b. Perform Project Management for Transition-In Project

Complex Applications

- c. Transition Maintenance and Support of Complex Applications

EPP/CMS

- d. Oversee the Installation and Configuration of the New EPP/CMS
- e. Migrate Simple Applications to the EPP/CMS
- f. Transition TN.GOV External Websites (Internet) to the EPP/CMS
- g. Transition KidCentral Website from Proprietary CMS to the EPP/CMS
- h. Develop the Internal Website Environment and Transition the Content of the State Internal Websites (Intranet) to the EPP/CMS
- i. Design, Create, and Conduct EPP/CMS Training.
- j. Provide Tier 2 Support and Knowledge Transfer/Mentoring.

The above items are described in greater detail below.

A.6. Variable Services.

- a. Requested by the State as needed, these services include, but are not limited to: integrating new technologies and web services; modernizing existing applications (discussed in further detail below); developing new Native and Hybrid mobile applications; providing support for internal/external websites, mobile, and Simple Applications; implementing payment processing; developing new Portal applications and enhancing existing Portal applications; developing new Internal/external websites; providing additional training; developing content; providing reporting and analytics enhancements; and providing additional consulting services, as long as these are within the Contract's scope.
- b. Modernize Existing Applications.
 - i. Many applications would benefit from modernization. These applications will not be rewritten as part of Transition, but rather will be prioritized and rewritten as Variable Services.
 - ii. The vendor will provide innovative and cost-effective approaches to modernization of legacy applications. See also contract Sections A.40 and A.41.
- c. At the State's request, the EPIS Contractor shall develop new Native and Hybrid mobile applications, which run on multiple devices (e.g., phones and tablets). Such requests shall be effected through the Statement of Work (SOW) process and shall use Responsive Design. The EPIS Contractor shall always obtain written approval of the SOW from Strategic Technology Solutions (STS), the State Organizational Unit, and the Portal Advisory Committee (PAC) prior to proceeding with the development of a mobile application. With regard to the STS written approval mentioned above, STS will not provide such approval unless the Organizational Unit has requested and obtained Information Technology Assessment and Budget Review Committee (IT-ABC) approval for the project.
- d. It is the intention of the State to use the State's Merchant Servicer for settling transactions for all payment processing applications. Payment types include, but are not limited to: Principal Payment Amounts, Customer Option Fees, and Subscription Fees, which may occur on an annual, monthly, or other frequencies as defined by the State.
 - i. The EPIS Contractor will use Merchant Service Provider's payment gateway for processing online transactions. The Merchant Service Provider's payment gateway accepts, authorizes, settles and reports Visa, MasterCard, American Express, Discover and Electronic Check (eCheck) transactions for all complex applications that accept credit cards, off-line debit cards, and eChecks for payment. Off-line debit cards are defined as a card that provides payment directly from the consumer's checking account in the amount of purchased goods or services. An off-line debit card does not require the consumer to enter their PIN to complete the transaction.
 - ii. Merchant Service Provider's Payment Gateway Requirements. The EPIS Contractor shall assure that all applications that interface with the State's Merchant Servicer operate in accordance with the State's contracted Merchant Servicer's required message formats and communication methods, as well as credit/debit card/eCheck issuer privacy and security requirements. The State will not store payment account/credit card information of any kind within the State's environment.
 - iii. Payment Brand Regulations. By accepting Visa, MasterCard, American Express, and Discover payments, the State agrees to comply with payment brand regulations and Payment Card Industry (PCI) standards. The EPIS Contractor shall assist with the State's compliance efforts including but not limited to displaying appropriate card brand information, updating portal language and processing flow of transactions in accordance with payment brand sponsored fee programs, and making necessary changes to support new security requirements.

- iv. For Complex Applications that, as of the Contract Start Date, use the Incumbent Vendor's Merchant Servicer, the EPIS Contractor shall develop new bi-directional interfaces to/from the State's Merchant Servicer. See RFQ Attachment K for applications that require these new interfaces.
 - (1) The EPIS Contractor shall fully test the new interfaces to/from the State-provided external payment engine (currently using the State's Merchant Servicer Application Programming Interface (API) v5.0 or above). The State will provide the testing environment for this purpose.

All future interfaces developed by the EPIS Contractor shall also comply with API v5.0, or higher, and shall interact through a direct interface to the State's Merchant Servicer. The EPIS Contractor shall not be more than 1 release behind in API version utilized by the State's Merchant Servicer.
 - (2) During the Transition-In Project, the EPIS Contractor shall become certified to the State's Merchant Servicer's payment gateway API no later than ninety (90) days from the Contract Start Date. If during the term of this contract the State executes a contract with another Merchant Service Provider, the EPIS Contractor shall become certified to the new Merchant Servicer Provider's payment gateway API within ninety (90) days of being notified by the State.
- e. At the State's request, for internal/external websites, mobile, and Simple Applications that are hosted on the EPP/CMS (collectively, "EPP/CMS Websites/Applications"), the EPIS Contractor shall provide Tier 3 support as a Variable Service.
 - i. Transition-In Project activities will occur in waves, as opposed to a "big bang" approach. As transition activities are completed and State's written approval is obtained indicating the successful completion of transition work for a given EPP/CMS Website/Application, the EPIS Contractor shall assume responsibilities for Tier 3 support for that Website/Application. Such Tier 3 support will continue throughout the term of the Contract or until the Website/Application is retired, whichever is earlier.
 - ii. The EPIS Contractor shall provide Tier 3 support for EPP/CMS Websites/Applications in a manner that meets or exceeds defined SLA's (see EPIS Contract Attachment 2).
- f. The State shall request EPIS Variable Services through the process described in EPIS Contract Section A.13.
- g. The State is in no way obligated to use the Contractor's Variable Services, and may use other contracts or means to obtain the same or similar Enterprise Portal Services.
- h. The EPIS Contractor shall support the State Organizational Units in their use of the State-Standard Project Portfolio Management Tool.
- i. See EPIS Contract Attachment 4 for descriptions of the EPIS Contractor Staff Roles that will provide the Variable Services. The skillsets required to provide Variable Services include, but are not limited to the following:
 - i. significant experience and proficiency with Java programming, Linux, Java and JBoss,
 - ii. advanced troubleshooting experience.
- j. In the event that the State discovers additional EPIS Contractor Staff Roles are necessary, the State shall add these Roles using the Non Pre-Priced Items process described in Contract Section A.48.

- k. For new application development, or at the State's request for existing applications, The EPIS Contractor shall review the relevant Organizational Unit's documentation concerning security and compliance requirements, to ensure that EPIS Contractor-developed applications meet all State and Federal compliance requirements. (See EPIS Contract Section E.9.)
- l. The EPIS Contractor will be compensated for EPIS Variable Services in accordance with Contract Section C.3.b.iii.

A.7. Baseline Services – Detailed Obligations.

A.7.a. General Baseline Services. During the Transition-In Project, General Baseline Services will be transitioned from the Incumbent Vendor to the EPIS Contractor. After support is transitioned for each wave of applications and websites, the State shall compensate the EPIS Contractor in accordance with EPIS Contract Section A.7.a.viii below.

- i. Perform Portal Program Oversight.
 - (1) The EPIS Contractor shall provide Portal Program Oversight for the EPIS and EPPH Contracts throughout the Contract Terms. This includes management of all contract services, ensuring that qualified resources are available to provide contract services in accordance with State-approved schedules and requirements.
 - (2) The EPIS Contractor's Program Management Office shall be prepared to allocate resources for the Transition-In Project, as well as Baseline and Variable services.
 - (3) The EPIS Contractor shall also provide oversight and direction for Internet/Intranet capacity planning.
 - (4) The State believes that face-to-face interaction provides enhanced opportunities for positive relationships with State Organizational Unit contacts and therefore requires the largest possible footprint of EPIS Contractor staff to be located within downtown Nashville or in close proximity to downtown Nashville.

For the duration of the Contract, unless otherwise directed by the State, the following **Baseline Services key personnel** must be located full-time within the Metropolitan Nashville area office:

- (a) Portal Program Manager – This is an EPIS Contractor staff person who oversees all EPIS Contractor work for the EPIS and EPPH contracts. The EPIS Contractor's Portal Program Manager shall ensure that qualified resources are available to complete the contract requirements in accordance with the State-approved project schedule. This includes Transition-in Services, Baseline Services and Variable Service requests. The EPIS Contractor's Portal Program Manager shall be responsible for working with the EPPH Contractor, the State's Merchant Servicer, the State, and other entities as required to meet the requirements in the EPIS and EPPH contracts. The EPIS Contractor's Portal Program Manager and EPIS Project Manager shall work with the State Project Manager to coordinate and schedule Contractor and State resources during the Transition-in Project.
- (b) **Senior Technical Lead – This is an EPIS Contractor staff person with the expertise, or with access to the expertise, to provide support and problem resolution for all levels of Enterprise portal application hardware and software problems.**
- (5) **The EPIS Contractor shall execute the Human Resource Plan (see Contract Section A.23) that includes the necessary key personnel (see Contract Section A.7.a.v) and other staff deemed necessary to meet the Transition-In Project and Baseline Services requirements and Service Level Agreements (SLAs) detailed in EPIS Contract Attachment 2.**

- ii. Provide Disaster Recovery Services.
 - (1) The EPIS Contractor shall conduct a coordinated disaster recovery test at least once a year or more often at State request (not to exceed two tests per year).
 - (2) The EPIS Contractor shall present the test results to the State for review and written State approval.
 - (3) If the test does not meet the contractually specified Recovery Time Objective and Recovery Point Objective, the EPIS Contractor shall coordinate the development of a Remediation Plan and submit this plan to the State for review and approval within 15 business days following the conclusion of the test.
 - (4) Upon written State approval of the Remediation Plan, the EPIS Contractor shall initiate the remediation effort and manage it to conclusion, assuring that the responsible party/parties complete and verify (test) the remediation work within 15 business days. The EPIS Contractor shall present remediation test results to the State for review and approval.
 - (5) In the event of an actual service outage, the EPIS Contractor shall, with State oversight:
 - (a) Coordinate recovery efforts and execute its assigned recovery tasks according to the approved Disaster Recovery Plan and as requested by the State.

The State will compensate the EPIS contractor for work performed to restore services in the event of an actual service outage using the Variable Services process described in EPIS Contract Section A.13.
 - (b) Following recovery, investigate the root cause of the outage and assess the recovery efforts.
 - (c) Present a report documenting its findings and recommendations for improvement to the State for review.
- iii. Application Monitoring. The EPIS Contractor shall perform continuous monitoring, health checks and preventive maintenance programs on all applications. Application monitoring shall include Up/Down, Availability, Response Time, Web Transaction, or other mutually agreed performance measurements. For applications hosted at State facilities, the EPIS Contractor shall use existing State tools for monitoring, purchasing its own licenses as needed. For applications hosted on other than State facilities (EPPH Contractor facilities), the EPIS Contractor shall implement application monitoring tools that provide equivalent capabilities to those in use by the State. The EPIS Contractor shall provide the State access to the monitoring tools for independent verification of hosted application performance. The EPIS Contractor also shall provide the State with the capability to run occasional test transactions through hosted applications to assess performance.
- iv Job Scheduling. The EPIS Contractor shall schedule batch jobs and run ad-hoc batch jobs as needed in support of complex applications.
- v. Customer Relations Management. The EPIS Contractor shall perform Customer Relations Management (CRM). CRM requirements include the following:
 - (1) EPIS Contractor must be available by telephone/e-mail/web support 24/7/365.
 - (2) Logging, updating, and monitoring of all CRM interactions.
 - (3) Managing of Information Technology Service Management (ITSM) tickets within SLA's.

- (4) State and Contractor review of ticket logs on an agreed upon schedule and manner. This includes various reports that will help the EPIS Contractor meet SLA's and reducing frequent inquiries and issues.
 - (5) The EPIS Contractor shall provide a toll-free number and e-mail address for STS and State Organizational Unit access to the support staff.
 - (6) In the event that the State chooses to host Complex Applications with the EPPH Contractor, the State and the EPIS Contractor may negotiate mutually agreeable fees for additional Tier 2 support requirements.
- vi. **Web Address and Active Applications Lists.** The EPIS Contractor shall produce and maintain, throughout the life of the Contract, a list of Current Web Addresses and provide this list to the State upon any change to the list. In addition to the Current Web Addresses list, the Contractor shall also produce and maintain a list of all applications active on the Enterprise Portal, and shall provide this list to the State upon any change to the list's contents. This list shall use meaningful names, which shall clearly relate that application to all documentation pertaining to that application. This list shall also contain a full description of the purpose of each application.

In addition to the delivery of the aforementioned application list each time the list's contents change, the EPIS Contractor shall also provide a list of active applications to the State, upon request. The EPIS Contractor shall provide a status report to STS quarterly, or as requested by the State. This status report shall include, but not be limited to: requests for new applications, application development in progress, change requests for existing applications, applications to be retired, new interfaces or changes to existing interfaces to the State's Merchant Servicer, and other information as requested by the State.

- vii. **Skillset Requirements.** The skillsets required to provide General Baseline Services include, but are not limited to the following:

- (1) significant experience and proficiency with Java programming, Linux, and Java and JBoss;
- (2) advanced troubleshooting experience.

- viii. **General Baseline Services Compensation.**

- (1) **General Baseline Services Compensation – Variable Services.** During the Transition-In Project, after support is transitioned for each wave of applications and websites, the State shall compensate the EPIS Contractor for General Baseline Services through the Variable Services process described in Contract Section A.13.

In any event, the EPIS Contractor shall charge the State using Variable Services only for General Baseline Services directly related to applications and websites that have been transitioned. The EPIS Contractor shall not charge the State for services related to future waves of applications and websites that have not yet been transitioned.

- (2) **General Baseline Services Compensation – Fixed Price.** After the Transition-In Project is complete, the State shall compensate the Contractor for General Baseline Services using the Fixed-Price approach described in Contract Section C.3.b.i(1).

A.7.b. **Specific Baseline Services.** During the Transition-In Project, Specific Baseline Services will be transitioned from the Incumbent Vendor to the EPIS Contractor. After support is transitioned for each wave of applications and websites, the State shall compensate the EPIS Contractor in accordance with EPIS Contract Section A.7.b.iv below.

- i. **Perform Maintenance and Support for Applications.**

- (1) The EPIS Contractor shall have support staff available 24x7x365 to provide Tier 3 support. The support staff shall provide systems support for the services delivered under this contract. Most contact to the support staff will be initiated via a ticket entered by the State into the State ITSM System. The support staff will be required to use the State ITSM System in order to interface with STS and State Organizational Units.
- (2) The Tier 3 Support described in this Contract Section A.7.b is non-Warranty Tier 3 Support. Warranty Tier 3 Support for existing and future Complex Applications shall be provided to the State at no additional charge in accordance with Contract Section A.37.
- (3) Transition-In Project activities will occur in waves, as opposed to a “big bang” approach. Upon completion of the transition of Complex Application Support from the Incumbent Vendor to the EPIS Contractor (see Contract Section A.8.c) for a given application, as indicated by the State’s written approval, the EPIS Contractor will assume Maintenance and Support responsibilities for that application, which includes Tier 3 support, as described in this Contract Section A.7.b. This support shall continue throughout the Contract Term or until the application(s) is retired, whichever comes first.
- (4) The EPIS Contractor shall provide Tier 3 support as a baseline service for existing and future Complex Applications. Tier 3 support shall include providing Complex Application specific support to State employees, contractors, and 3rd Party Vendors including, but not limited to: modifications to fix application bugs and needed enhancements due to infrastructure, security, end-user, and environment changes. The Contractor shall provide Tier 3 Support 24x7x365.
- (5) The EPIS Contractor shall maintain and support applications in a manner that meets or exceeds defined SLA’s (see EPIS Contract Attachment 2).
- (6) The EPIS Contractor shall modify applications as required to accommodate infrastructure, middleware and database changes.
- (7) For changes necessitated by Tier 3 support activities, the EPIS Contractor shall perform database design, implementation, modifications, stored procedure development, and performance tuning.
- (8) The EPIS Contractor shall modify applications to rectify issues caused by unexpected changes, such as Microsoft zero-day patch release, etc.
- (9) The EPIS Contractor shall develop and run scripts to resolve issues, back out corrupted data, and start process over to resolve issues.
- (10) In the event that the State chooses to host Complex Applications with the EPPH Contractor, the support roles of the EPIS and EPPH Contractors are as follows:
 - (a) EPIS Contractor – provides Tier 3 Support for application-related failures.
 - (b) EPPH Contractor – provides Tier 3 Support for infrastructure/hosting failures.
 - (c) In all of the above cases, the State shall provide Tier 1 support.

ii. General Maintenance and Support Requirements.

- (1) Tier 3 Technical Support and Assistance.
 - (a) The EPIS Contractor is required to use the State’s standard ticketing system for all Tier 3 support. See Contract Section A.47 below.

- (b) The EPIS Contractor shall clearly document: the source of the problem; how the problem was resolved; date and time a request was routed for Tier 3 support; date and time of resolution.
 - (c) In the provision of Tier 3 support, the EPIS Contractor shall perform all required application code changes.
- (2) The EPIS Contractor shall meet or exceed primary and after-hours support SLAs, which are specified in EPIS Contract Attachment 2.

(a) Break/Fix Repairs.

- (i) The EPIS Contractor will use the State ITSM System to work Incidents when there is a Break/Fix problem.
 - (ii) Upon receiving notification of a support Incident from the State, the EPIS Contractor is responsible for resolving the incident within the Resolution Time for the established priority level of the Incident, including, but not limited to, involvement of Third-Party Vendor support staff, if required. The EPIS Contractor will document all changes in status and the Resolution of the Incident within the State ITSM System.
- iii. Skillset Requirements. The skillsets required to provide Specific Baseline Services include, but are not limited to the following:
- (1) significant experience and proficiency with Java programming, Linux, and Java and JBoss;
 - (2) advanced troubleshooting experience.
- iv. Specific Baseline Services Compensation.
- (1) Specific Baseline Services Compensation – Variable Services. During the Transition-In Project, after support is transitioned for each wave of applications and websites, the State shall compensate the EPIS Contractor for Specific Baseline Services through the Variable Services process described in Contract Section A.13.

In any event, the EPIS Contractor shall charge the State using Variable Services only for Specific Baseline Services directly related to applications and websites that have been transitioned. The EPIS Contractor shall not charge the State for services related to future waves of applications and websites that have not yet been transitioned.

- (2) Specific Baseline Services Compensation – Allotted-Hours. After the Transition-In Project is complete, the State shall compensate the EPIS Contractor for Specific Baseline Services using the Allotted-Hours approach described in Contract Section C.3.b.i(2).
- (a) Allotted-Hours Pre-Approval. All use of Allotted-Hours Baseline Services must be approved in advance by the State.
 - (b) Allotted-Hours Record Keeping The EPIS Contractor shall maintain, on a monthly basis, careful and detailed records of all EPIS Contractor staff hours expended performing Allotted-Hours Baseline Services. The EPIS contractor shall then provide these records as support for itemized Allotted-Hours Baseline Services as they appear on the EPIS Contractor's monthly invoices.
 - (c) In the event that the State exceeds its hour allotment for a given month, the State shall compensate the Contractor using the Variable Services process described in Contract Section A.13.

A.8. **Transition-In Project – Detailed Obligations.**

A.8.a. **Establish Management/Governance.**

- i. The EPIS Contractor shall establish, and obtain the State's written approval of, the Portal Program Oversight Office during the first month of the contract period. The EPIS Contractor will establish and locate the Portal Program Oversight Office per the guidance provided herein.
- ii. The EPIS Contractor shall provide all facilities for EPIS Contractor staff, including office space, equipment, connectivity, and supplies, unless the EPIS Contractor specifically requests, and the State approves, space within State office complexes. The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any EPIS Contractor staff requiring remote access). The State will charge the Contractor for VPN accounts; and such expenses shall be deducted from the Contractor's invoices to the State.
- iii. In accordance with State-approved Project Schedule, the EPIS Contractor will establish the Management/Governance approach, based upon the State's existing Enterprise Portal Governance Structure.
- iv. The State reserves the right to modify the Governance Structure at any point during the Contract Term, if the State deems such modifications to be necessary and in the State's best interest.
- v. The services described in this Section are Transition-In Services. The State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.

A.8.b. **Perform Project Management for Transition-In Project.** Project Management requirements for the Transition-in Project are described below; Project Management for Variable Services requests is described in a separate Contract section (see Contract Section A.13.c).

- i. During the Transition-in Project, the EPIS Contractor's Project Manager (PM) shall provide project management oversight to ensure that all EPIS and EPPH contract requirements for the transition-in project are completed in accordance with the State-approved project schedule. The EPIS Contractor's PM will work with the State PM to coordinate and schedule State resources needed to complete the transition activities.
- ii. The EPIS Contractor shall participate in project planning meetings, weekly progress meetings, and other meetings as requested by the State. Meetings will be via conference call, but the State reserves the right to ask for onsite meetings.

The EPIS Contractor shall formally announce the initiation of the Transition-in project through a project kick-off meeting. The State will review and approve the presentation materials and handouts developed by the EPIS Contractor prior to the Project Kick-off Meeting.

- iii. The EPIS Contractor's PM shall follow a State approved IT methodology for the transition of complex applications during the Transition-in Project. The EPIS Contractor's PM may use the State approved methodology for the transition of the internet/intranet websites and Simple Applications. The EPIS Contractor's PM shall work with the State's PM to develop and maintain all project management deliverables as defined in Contract Section A.8.b.iv in accordance with the State-approved project schedule. The EPIS Contractor shall update the project management deliverables as changes occur during the project and shall maintain version control of each. State review and approval of the baseline project management deliverables and any subsequent updates is required. All project management deliverables shall be completed and approved by the State prior to the first payment to the EPIS Contractor.

- iv. Project Management Plan. The EPIS Contractor's Project Manager shall work with the State PM to develop and maintain the Project Management Plan (PMP) for the Transition-in project. Subsidiary management plans are described in greater detail below. The PMP and subsidiary plans shall be updated by the EPIS Contractor's PM throughout the Transition-in Project. The EPIS Contractor will publish the PMP with subsidiary plans in a State designated repository. State review and approval of the baseline PMP and all subsidiary plans is required. In addition, any subsequent changes to these plans must be presented to the State for review and approval.
 - (1) Overview: The PMP shall provide a high level overview of the project and describe the project's purpose and benefits. In addition, the plan shall outline the overall management approach for the project and should describe, in general terms, the roles and authorities of project team members. It should also include which organizations will provide resources for the project and any resource constraints or limitations.
 - (2) Subsidiary Plans: The EPIS Contractor shall include the following subsidiary plans in the PMP for the Transition-in Project.
 - (a) Detailed Project Schedule
 - (b) Communication Management Plan
 - (c) Change and Configuration Management Plan
 - (d) Quality Management Plan
 - (e) Risk Management Plan
 - (f) Human Resource Plan
 - (g) Test Management Plan:
 - (i) Test Management Strategy, Planning & Approach
 - (ii) System Test Plan
 - (iii) User Acceptance Test Plan
 - (iv) Conversion Test Plan
 - (v) Defect Management Plan

Detailed descriptions of the above schedules and plans appear below (Contract sections A.18 – A.24).

- v. Disaster Recovery Plan.
 - (1) The EPIS Contractor shall coordinate the development of a consolidated Disaster Recovery Plan.
 - (2) The Plan shall document the individual and joint responsibilities of the disaster recovery response team members:
 - (a) The State (as hosting provider for Complex Applications),
 - (b) The EPIS Contractor (as team leader and operator and maintainer of Complex Applications),
 - (c) The EPPH Contractor (as hosting provider for the EPP/CMS and optionally some or all Complex Applications).
 - (3) The Plan shall cover outages at all possible hosting sites.
 - (4) The Plan shall support a Recovery Point Objective of fifteen (15) minutes or less and a Recovery Time Objective (RTO) as specified below:
 - (a) The EPP/CMS, including External (Internet), Internal (intranet), and Simple Applications: RTO <= 1 hour

(b) Complex applications that are cloud hosted (off-premise): RTO <= 4 hours

(c) Complex applications hosted on-premise (at State facilities): RTO <= 16 hours
(exclusive of State infrastructure recovery time)

(5) The EPIS Contractor shall obtain State approval of the consolidated Disaster Recovery Plan.

vi. The services described in this Section are Transition-In Project services. The State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.

A.8.c. Transition Maintenance and Support of Complex Applications.

i. Complex Applications refer to applications currently hosted in the State's data centers. These applications vary in size and complexity and are accessed through the State's Portal. See RFQ Attachment K for a list of current Complex Applications.

ii. The State will provide and maintain a hosting environment within the State's Data Centers for some/all Complex Applications to include infrastructure, middleware, middleware support, network, network support, database, and database support. The relative State and Contractor responsibilities with regard to administration and support in this environment are described in EPIS Contract Attachment 6.

The State is also open to EPIS Contractor administration and support of complex applications (per Contract Attachment 6) hosted on a solution provided by the EPPH Contractor if it meets State security requirements and it is an innovative cost-effective solution. See Contract Section A.42.

Note that Contract Attachment 6 in its present form describes the relative responsibilities for Complex Applications that are hosted on-site in the State's Data Centers. In the event that the State chooses to host one or more Complex Applications off premises, the State and the EPIS Contractor will negotiate and mutually agree on appropriate revisions to EPIS Contract Attachment 6.

iii. During the Transition-In Project, the EPIS Contractor's support staff will familiarize themselves with these Complex Applications and the Hosting Environment in preparation for transition of maintenance and support responsibilities of these applications from the Incumbent Vendor to the EPIS Contractor. The State Portal Manager will provide the EPIS Contractor access to source code for the existing Complex Application, as well as other supporting documentation.

iv. The EPIS Contractor shall review the list of Current Portal Applications in RFQ Attachment K and verify with State Organizational Units that these applications are currently active. The EPIS Contractor shall determine if the applications scheduled for retirement in 2016 are on schedule or if these applications must be included in the transition process. Applications that currently have planned retirement dates through December 2016 are noted in Contract Attachment K. The EPIS Contractor will maintain the list of Current Portal Applications, throughout the life of the Contract. All additions and changes to applications shall be included in the monthly file submitted to the State to update a central repository of current information about each application.

The EPIS Contractor shall conduct an inventory of the complex application documentation for all active applications. The EPIS Contractor shall review and validate existing documentation in the State's Documentation Library for all active, complex applications. The EPIS Contractor shall provide to the State copies of all materials identified in the inventory process as deficient. The EPIS Contractor shall modify this documentation, as required, to promote accuracy and completeness and to facilitate the successful transition of maintenance and

support responsibilities. The EPIS Contractor shall work with the Incumbent Vendor to successfully complete transition maintenance and support of these complex applications in four waves during the six-month Transition-in Project.

- v. The EPIS Contractor shall facilitate a project kickoff meeting at the beginning of the Transition-in Project. At this meeting, the EPIS contractor will identify key participants, review the project schedule, and establish roles and responsibilities.
 - vi. The services described in this Section are Transition-In Services. Upon completion of the transition and support for a Complex Application to the EPP/CMS and upon written approval by the State, The State will compensate the EPIS Contractor for the transition of that application in accordance with Contract Section C.3.b.ii.
- A.8.d. Oversee the Installation and Configuration of the New EPP/CMS. The EPIS Contractor shall meet the following requirements during the Transition-in Project:
- i. The EPIS Contractor will work with the EPPH Contractor to ensure the new EPP/CMS is acquired and licensed for the State as Software as a Service (SaaS), supported by appropriate Platform as a Service (PaaS) and Infrastructure as a Service (IaaS).
 - ii. The EPPH Contractor shall perform the initial installation and configuration of the EPP/CMS.
 - iii. The EPIS Contractor shall ensure the EPP/CMS is installed and configured to meet the State's requirements and in accordance with the State-approved project schedule. The EPIS Contractor shall build upon the initial configuration of the EPP/CMS to meet the State's requirements: e.g., building customizable master templates to be used by both Internal and External Environments. These activities will be performed in conjunction with STS.
 - iv. The services described in this Section are Transition-In Project services. Upon completion of the installation and configuration of the new EPP/CMS and upon written approval by the State, the State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.
- A.8.e. Migrate Simple Applications to the EPP/CMS. See RFQ Attachment K for a list of Simple Applications.
- i. The EPIS Contractor shall transition all the current TN.GOV Simple Applications and web forms from the current FormStack cloud system to the EPP/CMS during the Transition-in Project and in accordance with the project schedule developed by the EPIS Contractor Project Manager and approved by the State. This transition will be performed in conjunction with STS.

The EPIS Contractor shall have the primary responsibility of complying with all requirements listed in EPIS Contract Attachment 3; however, the EPIS Contractor shall also be bound to the requirements detailed in EPPH Contract Attachment 3, to the extent that these requirements require the cooperation/support of the EPIS Contractor to be successfully implemented.
 - ii. Existing Simple Applications have been created to conform to the State's Branding Standards. The State will provide the Contractor with these initial Branding Standards, which the Contractor shall use to develop the corresponding Master Templates.
 - iii. The EPIS Contractor shall work with the State to configure the new enterprise chat feature. State approval of the configuration is required.
 - iv. The services described in this Section are Transition-In Project services. Upon completion of the migration of a Simple Application to the EPP/CMS and upon written approval by the

State, the State will compensate the EPIS Contractor for the migration of that application accordance with Contract Section C.3.b.ii.

A.8.f. Transition TN.GOV External Websites (Internet) to the EPP/CMS.

- i. During the Transition-In Project and in accordance with the State-approved project schedule, the EPIS Contractor shall transition the current TN.GOV external websites (Internet) from the CMS Expression Engine to the new enterprise platform. In developing and maintaining the EPP/CMS platform, the EPIS Contractor must use State-developed branding standards for the look and feel of the web presence.

The EPIS Contractor shall have the primary responsibility of complying with all requirements listed in EPIS Contract Attachment 3; however, the EPIS Contractor shall also be bound to the requirements detailed in EPPH Contract Attachment 3, to the extent that these requirements require the cooperation/support of the EPIS Contractor to be successfully implemented.

- ii. Existing External Websites have been created to conform to the State's Branding Standards. The State will provide the Contractor with initial Branding Standards, which the Contractor shall use to develop the corresponding Master Templates.

The Contractor shall transfer the content and/or data from the current to the new EPP/CMS. The data is currently housed within a MySQL database.

- iii. The EPIS Contractor shall transition TN.GOV into a centralized, multi-site management area to maintain content and user roles: e.g., main portal area with service content; governor's area; first lady's area; Organizational Unit sub sites; other branch sub sites.
- iv. The services described in this Section are Transition-In Project services. Upon completion of the transition of all TN.GOV External Websites (Internet) to the EPP/CMS and upon written approval by the State, the State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.

A.8.g. Transition KidCentral Website from Proprietary CMS to the EPP/CMS.

- i. The EPIS Contractor shall transition the KidCentral Website from a proprietary CMS to the EPP/CMS during the Transition-in Project. The EPIS Contractor shall have the primary responsibility of complying with all requirements listed in EPIS Contract Attachment 3; however, the EPIS Contractor shall also be bound to the requirements detailed in EPPH Contract Attachment 3, to the extent that these requirements require the cooperation/support of the EPIS Contractor to be successfully implemented.

- ii. KidCentral has been created to conform to KidCentral's specific Branding Standards. The State will provide the Contractor with the KidCentral Branding Standards, which the Contractor shall use to develop the corresponding Master Templates.

The Contractor shall transfer the content and/or data from the current to the new EPP/CMS. The data is currently housed within a MySQL database.

- iii. The services described in this Section are Transition-In Project services. Upon completion of the transition of the KidCentral Website from a proprietary CMS to the EPP/CMS and upon written approval by the State, the State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.

A.8.h. Develop the Internal Website Environment and Transition the Content of the State Internal Websites (Intranet) to the EPP/CMS.

- i. The EPIS Contractor shall transition the Internal Websites (Intranet) to the EPP/CMS in accordance with the State-approved project schedule. The Contractor shall develop this

project schedule at the beginning of the Transition-In Project; the State will review the schedule and provide written approval, if it is acceptable. There are approximately forty-two (42) Intranets in the State Organizational Units.

- ii. Existing Internal Websites have been created to conform to the State's Branding Standards. The State will provide the Contractor with initial Branding Standards, which the Contractor shall use to develop the corresponding Master Templates.

The Contractor shall transfer the content and/or data from the current to the new EPP/CMS. The data is currently housed within a MySQL database.

- iii Internal (Intranet) website Requirements. See EPIS Contract Attachment 3 for the State's Internal (Intranet) requirements. The EPIS Contractor shall have the primary responsibility of complying with all requirements listed in EPIS Contract Attachment 3; however, the EPIS Contractor shall also be bound to the requirements detailed in EPPH Contract Attachment 3, to the extent that these requirements require the cooperation/support of the EPIS Contractor to be successfully implemented.
- iv. The services described in this Section are Transition-In Services. Upon completion of the development of the internal website environment and the transition of the content of the State Internal Websites (Intranet) to the EPP/CMS, and upon written approval by the State, the State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.

A.8.i. Design, Create, and Conduct EPP/CMS Training.

- i. The EPIS Contractor shall document a Training Strategy that outlines their approach for training State Organizational Units during the Transition-in project. The Training Strategy will outline the specifics of how training needs will be identified and training artifacts will be designed, developed and delivered. The goal is to provide a training program that will prepare Organizational Units to be fully operational when the transition to the EPP/CMS is complete. The Training Strategy must address the EPIS Contractor's approach to the following objectives:
 - Develop a training curriculum that ensures end users understand the new business processes, their new roles and responsibilities, and how to use the EPP/CMS.
 - Deliver training classes using tools/materials that educate end-users on all 'need to know' information
 - Manage logistics of all training classes (i.e., enrollment, class set up, class materials, training environment, etc.)

The goal of the EPP/CMS training is to prepare State Organizational Units to assume on-going maintenance and support of transitioned Simple Applications and Websites after the Transition-In Project is completed, and to be able to develop new websites, new Master Templates, and Simple Applications throughout the Contract Term.

- ii. As a part of the Transition-In Project, the EPIS Contractor shall provide one-on-one training on the EPP/CMS to a select group of State employees (up to 10) who will act as Super Administrators. This select group of employees shall be trained and given the access required to develop new websites, Master Templates, and Simple Applications.
- iii. The EPIS Contractor, in conjunction with Strategic Technology Solutions, shall provide initial training on the platform to a select group of individuals (up to 210) within all Organizational Units.
- iv. The EPIS Contractor shall develop curricula and training materials, which will allow the State to continue to perform training sessions with Organizational Units. The training materials shall

be maintained on the Enterprise Portal Platform, such that they are easily accessible to any user who has been granted read rights.

- v. The transition of the Internal Websites will be performed in a phased approach. The State will schedule training for these phases to be conducted for the pertinent Organizational Units as each phase is completed. These training sessions can be provided either through a webinar, or in conferencing areas at State facilities or other locations, as determined by the State.
- vi. Using the materials provided by the EPIS Contractor, the State shall train State employees on the EPP/CMS features accessible to them, given their security roles and responsibilities. An estimated 47,500 State employees should be notified of training, which will either be located in a central location on the Internal web environment or at a physical location designated by the State. These training sessions can also be conducted in a mass group or webinars, which may occur at various times during the month. Training should also be available to be used in the new hire process by the Department of Human Resources.
- vii. The EPIS Contractor shall provide training at various Creator levels, which will be determined through the EPP/CMS roles and responsibilities, as well as the job roles of the State employees within the various Organizational Units. These roles include, but are not limited to, the following: content creator, content editor, publisher, approver, admin, super admin, web developer, applications developer, and content viewer.

The EPIS Contractor shall work in conjunction with the EPPH Contractor to provide in-person initial training to up to 125 designated Organizational Unit users; this training shall be provided on-site.

The scope of the training provided by the EPIS Contractor will be based on the roles of the individuals attending the training class. Training materials should be minimal, and only require a web browser to complete. Training should be available through a web browser 24/7 through the Internal environment. Organizational Units of the State will determine the amount and types of EPIS Contractor-provided training to produce the self-sufficiency that the Organizational Unit requires to meet their business needs.

The Creator roles named above are not to be confused with the EPIS Contractor Staff Roles defined in Contract Attachment 4.

- viii. The services described in this Section are Transition-In Project services. Upon completion and State's written approval of all training tasks detailed above, the State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.

A.8.j. Provide Tier 2 Support and Knowledge Transfer/Mentoring. During the Transition-in Project, the EPIS Contractor shall provide Tier 2 Support to the State as defined in the Support Roles and Responsibilities in Contract Attachment 7. For each service ticket that is routed to the EPIS Contractor Team, the EPIS Contractor shall perform trouble-shooting to resolve reported issues in accordance with timeframes in the Responsibility Matrix in Contract Attachment 7.

- i. The EPIS Contractor Team will develop a knowledge base of reported problems and solutions that can be used by the State team to diagnose and correct problems in the future. This knowledge base and its contents shall be the property of the State, and this right shall survive the termination of this Contract. The EPIS Contractor shall provide knowledge transfer and mentoring to the State Team during the Transition-in Project to prepare the Web Solutions Team (WST) to assume full responsibility for Tier 2 Support and the STS Customer Care Center to assume full responsibility for Tier 1 Support.
- ii. The EPIS Contractor shall use the State's Ticketing System for all Tier 2 support.
- iii. The EPIS Contractor shall provide Tier 2 support for Internal/external websites and application-specific support for Simple Applications for State employees, contractors, 3rd Party vendors, and citizens. This support shall only be provided during the Transition-In

Project; and only until the State is ready to assume Tier 2 Support responsibilities. The EPIS Contractor will **not** be required to provide Tier 2 support for Complex Applications.

- iv. The Contractor shall provide Tier 2 Support 24x7x365.
 - v. The EPIS Contractor shall transfer Tier 2 support knowledge to and mentor designated State staff to enable the staff to provide on-going Tier 2 support for the EPP/CMS Websites/Applications.
 - vi. The State will assume all Tier 2 support responsibilities from the Incumbent Vendor no later than the end of the Transition-In Project, or six (6) months after the Contract Start Date, whichever is earlier.
 - vii. The EPIS Contractor shall review the list of Current Web Addresses in RFQ Attachment L and verify with State Organizational Units that these websites/webpages are currently active. The EPIS Contractor shall transition active websites/webpages to the new EPP/CMS in accordance with the State's requirements and standards.
 - viii. The services described in this Section are Transition-In Project services. The State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.ii.
- A.9. EPIS Contractor to Use State's Mandated EPP/CMS. Throughout the Contract Term, and as long as the EPPH contract remains in place, the EPIS Contractor must use the State's EPP/CMS software that was obtained through the EPPH contract.
- A.10. Enterprise Portal Transition Deadline.
- a. **Complex Applications Transition Deadline.**
 - i. The EPIS Contractor shall ensure all contract requirements **related to the transition of Complex Applications** are successfully completed for the Transition-In Project by no later than six (6) months from the Contract Start Date.
 - ii. The EPIS Contractor shall transition existing **Complex Applications** in four (4) waves.
 - iii. The State will select the applications that will be included in each wave. The EPIS Contractor shall work with the State to determine the schedule for transition of each wave of applications. Written State approval of the schedule is required. Inspection and acceptance of each wave as set forth in Section A.38 is required.
 - iv. In the event the Transition Deadline **for Complex Applications** is not met for any reason other than solely due to actions or inactions of the State or solely due to a Force Majeure event as set forth in Section D.24., the State shall have the right to assess and recover from the EPIS Contractor liquidated damages of **Five Thousand Dollars (\$5,000) per day**, for every calendar day beyond the Transition Deadline; such damages to cease upon the completion and written State approval of the Transition-In Project.
 - b. **Websites/Simple Applications Transition Deadline.** The Contractor shall complete the migration and transition of Websites and Simple applications by no later than sixty (60) days following the completion of the Complex Application transition. There are no liquidated damages associated with this compliance event.
- A.11. Non-Proprietary Infrastructure. The EPIS Contractor shall assure that all content, data, and applications (both simple and complex) delivered within the scope and duration of this contract function without limitation or reduced functionality on infrastructure that is not proprietary to the EPIS Contractor. The only exceptions to this rule are instances in which the EPIS Contractor has obtained prior written approval from the State to introduce proprietary infrastructure into the Portal Services solution.

A.12. Develop New Portal Applications/Enhance Existing Portal Applications.

- a. General. The State is continually seeking additional innovative, cost-effective, convenient, and secure avenues for citizens and businesses to interact and conduct business with the State of Tennessee. As such, throughout the period of this contract, agencies may request new applications or enhancements to existing applications to be developed to provide additional information and/or a new capability for our citizens and businesses to transact business with the State.

The EPIS Contractor will develop/enhance applications in accordance with a State-approved methodology, using JAVA, .NET, or other State-standard products. In all development or enhancement work performed, the Contract shall adhere to State standards and policies. See Contract Sections E.9 and Contract Attachment 5.

The State expects the EPIS Contractor to propose innovative and cost-effective technologies to leverage in support of modernizing its current and future complex applications. (See Contract Sections A.41 and A.42.) If approved by the State, the State will work in concert with the EPIS Contractor to deploy and market these technologies to Organizational Units to enhance the delivery of On-Line services to business and citizens.

In processing requests for New Portal Application development, the EPIS Contractor shall first make its best efforts to use the EPP/CMS to develop, implement, or integrate the new software, prior to using self-developed, internally-developed, or third-party developed applications.

The State shall compensate the EPIS Contractor for application development/enhancements using the Variable Services Requests process and the Variable Services Hourly Rates. See Contract Section C.3.b.iii for compensation details.

- b. Develop Applications Objective. The EPIS Contractor will work through the State Designee from Strategic Technology Solutions and with the Organizational Units in responding to Organizational Unit requests for service in developing new applications and to enhance or modernize existing applications. No new development, enhancement of an application or other Variable Services performed under this contract shall begin before written approval from the ITABC and PAC.

The State shall not be liable to compensate the Contractor for any Variable Services work performed without receiving the required written State approval. If the Contractor cannot produce the written approval document, the State shall not be liable to compensate the Contractor.

- c. The EPIS Contractor will develop new applications and enhance or modernize existing applications using: (1) Contract Section A.13, Variable Services Requests; and (2) the SLAs detailed in EPIS Contract Attachment 2, and as defined in the scope of service for the SOW.
- d. Develop and Execute the Project Schedule. After the State has approved the Variable Services Project Proposal (see Contract Section A.13.b.iii), the EPIS Contractor Project Manager will develop and execute a Project Schedule developed in a manner approved by the State. The EPIS Contractor Project Manager is responsible for providing a realistic application development or enhancement/modernization schedule that addresses Organizational Unit priorities and business requirements or needs. The State has no desire to force an unachievable Variable Services timeline on the EPIS Contractor project team and places a high value on the EPIS Contractor's expertise and experience in this area to arrive at an appropriate, accurate, and realistic assessment of the time it will take to develop or enhance/modernize applications.
- e. IT Methodology for Variable Services Project: The EPIS Contractor shall utilize a State-approved IT methodology for each Variable Services project.

- f. Maximize Re-Use of Existing Portal / Application Source Code
- i. General. When creating new application source code or revising existing source code, as long as the existing State-owned source code is of acceptable quality, the EPIS Contractor will make maximum use of the existing code. The State shall make the final determination of whether the existing code is of acceptable quality. The EPIS Contractor shall confirm the use of State-owned source code to the State or receive the State's written approval to justify the non-use of existing source code for new or modified applications before starting each project.
 - ii. State Ownership of Source Code
 - (1) The State owns the existing portal application source code and will provide the source code to the EPIS Contractor at contract start.
 - (2) The State will own the application source code for any new or revised source code produced under this contract. See Contract Section E.3 for specifics on ownership of work products.
 - iii. EPIS Contractor Source Code Responsibility
 - (1) The EPIS Contractor will provide the State the new / revised source code in an electronically readable form prior to successfully implementing the new / revised source code within the production environment for code and security review.
 - (2) Accompanying the Source Code will be the Application Release Notes associated with any newly created / revised source code to include at a minimum:
 - (a) The Application Name / Release Number / Release Date
 - (b) A brief overview of the product and changes (in the absence of other formal documentation)
 - (c) A brief overview of the purpose of the release note with a listing of what is new in this release, including bug fixes and new features
 - (d) What different actions are needed by the end-users of the application (to include whether other functionality is impacted by these changes)
 - (e) Changes required in the daily process of administering the software
 - (f) Notes about software or hardware installation, upgrades and product documentation (including documentation updates)
 - iv. The EPIS Contractor shall document, for each new application or enhancements to existing applications, the following information using a template provided by the EPIS Contractor and approved by the State (copies of this documentation will be deposited into the online documentation repository by EPIS Contractor, and reviewed/approved by the Portal Manager prior to releasing the application into Production):
 - (1) Application spider charts & data flow diagrams
 - (2) Flow diagrams for each new application or modified application (if applicable)
 - (3) Application Name
 - (4) Acronyms used for the application
 - (5) Common / Web / Organizational Unit / Other AKA names for the application

- (6) Technical specifications for all application interfaces
 - (7) Whether State Owned or EPIS Contractor Owned or Purchased (3rd party Application)
 - (8) All Application Programming Languages Used
 - (9) All firewall requirements (including source IP address, Ports used, and destination IP address)
 - (10) Databases
 - (a) Data Model, including an ERP (Entities Relationship Diagram)
 - (b) Connection Configuration
 - (c) Project Growth Rates
 - (d) Required Database Response Times
 - (e) Transaction Rates
 - (f) Workload Profile
 - (i) Anticipated Peak Times
 - (ii) Uniform Times
 - (iii) Read / Write Percentages
 - (11) Shared Services Utilized (payment processing, authentication/authorization, mapping, search, etc.)
 - (12) Organizational Unit
 - (13) Narrative Describing Application
 - (14) Number of lines of Codes (by Programming Language)
 - (15) SMTP Requirements
 - (16) Middleware Needs / Special Instructions
 - (17) Associated Scripts, Proxy or Configuration Requirements
 - (18) Server name(s) (where the application is installed)
 - (19) Security – Regulatory or Privacy Requirements. See also Contract Section E.9.
 - (20) Operational Run Books including Job / batch process schedules
- g. The EPIS Contractor will maintain all source code under a State agreed-upon change control/version control processes.
 - h. Application development will be in compliance with the State's *Enterprise Technology Architecture* in State-standard languages per the contract. (See Contract Attachment 5.)
 - i. Comply with the State Secure Application Development Guide. The EPIS Contractor shall develop and maintain all applications in compliance with security measures, and State and Federal standards, as detailed in Contract Section E.9, as well as in conformance with the State Secure Application Development Guide. A copy of the Secure Application Development Guide is available in the State's Enterprise Portal Information Repository (EPIR). See RFQ Attachment P.
 - j. Comply with State's Enterprise Information Security Policy.

The EPIS Contractor shall perform security code reviews and security scans for code in each new application, as well as code that is modified in existing applications. The EPIS Contractor shall remediate to address any findings in a time frame that is acceptable to the State. The State reserves the right to perform its own independent security code reviews and

security scans. As directed by the State, the EPIS Contractor will be required to remediate any significant findings.

- k. Comply with State's Web Publishing Policy. The EPIS Contractor will follow State procedures and guidelines for Web development, which are detailed in the *Web Publishing Policy*, a copy of which is in the Enterprise Portal Information Repository (EPIR).
- l. Comply with State Branding. The EPIS Contractor will develop and maintain content on the EPP/CMS, in conjunction with STS, using the State-approved Branding Standards that are visually appealing and provides a consistent "look and feel," as determined by the State (navigation, page layout, features and functionality), for the citizens and businesses visiting the Portal.
- m. Comply with the Multilingual Capability Requirement. The State's EPP/CMS and Web Applications provided by the EPIS Contractor will be accessible in multiple languages. At a minimum, the State's EPP/CMS will be accessible in English and Spanish when the Transition-In Project is complete. The capability shall be provided to add other languages during the contract period.
- n. Upgrade Portal Functionality/Technology.
 - i. General. The usage of the State's EPP/CMS will grow during the period of this contract. In addition, new portal technology and capabilities are created by industry each year that enhances our ability to communicate with and provide new services to citizens and businesses. Any upgrades to portal technology must be consistent with the State's technology standards, as expressed in the *Enterprise Technology Architecture*. (See RFQ Attachment P and EPIS Contract Attachment 5.)

The EPIS Contractor will coordinate upgrade requests with the EPPH Contractor. The EPIS Contractor will be responsible for upgrades to applications that it has developed and/or maintained. Upgrades to the EPP/CMS itself shall be the responsibility of the EPPH Contractor.

- ii. Contractor to Work Through State Designees. The EPIS Contractor will work through the State Designee from Strategic Technology Solutions and with the Organizational Units in responding to Organizational Unit requests for service in upgrading portal functionality and/or technologies.
- iii. Obtain Waiver / Exception for Non-State Standard Products. The EPIS Contractor may request a waiver or an exception to a policy, standard (compliance component), or standard product (product component) via the State's Waiver / Exception Process in order to implement proposed new functionality and/or technologies. The State's Waiver / Exception Request Form will be used for this purpose. See RFQ Attachment P for the process and required form.
- iv. Obtain Approval of Project Proposal. After State approval of any waivers or exceptions to policies are obtained for the new functionality and/or technologies proposed, the EPIS Contractor will obtain approval of the Upgrade Portal Functionality and/or Technologies Project Proposal.
- v. Procure New Portal Functionality / Technology. The State reserves the option to procure new portal functionality / technology from existing State contracts. The EPIS Contractor is responsible for the implementation of new functionality and/or technologies to support the State EPP/CMS per the approved project proposal, State-approved IT methodology, and project management services as described in this Contract Section or elsewhere in this contract. The EPIS Contractor may invoice the State, using the Variable Services Request Process, for hourly consulting services costs, if such are required to implement the new functionality.

- vi. Develop and Execute the Detailed Project Schedule. After the State has approved the Variable Services Project Proposal (see Contract Section A.13.b.iii), the EPIS Contractor Project Manager will develop and execute a Detailed Project Schedule. The EPIS Contractor Project Manager is responsible for providing a realistic schedule to upgrade functionality and/or technologies for the State's Enterprise Portal. The State has no desire to force an unachievable timeline on the EPIS Contractor project team and places a high value on the EPIS Contractor's expertise and experience in this area to arrive at an appropriate, accurate, and realistic assessment of the time it will take to upgrade the Enterprise Portal's functionality and/or technologies deployed.
- vii. Conduct System Development Life Cycle Activities. The EPIS Contractor will upgrade the Enterprise Portal's functionality and/or technologies to be deployed using: (1) the State-approved project management methodology; (2) Contract Section A.13, Variable Services Requests; and (3) the SLAs detailed in EPIS Contract Attachment 2.
- viii. Upgrade Portal Functionality/Technology SLAs. The Daily Operations SLAs (Contract Attachment 2, Item 2.2), Variable Services – Project Delivery SLAs (Contract Attachment 2, Item 2.3), and Key Performance Indicators (Contract Attachment 2, Item 2.5) are applicable to Upgrade Portal Functionality/Technology Variable Services.
- o. The services described in this Section are Variable Services. The State will compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.iii.

A.13. Variable Services Requests. At various times throughout the term of the contract, it may become necessary to develop new Portal applications, enhance or modernize existing applications, or otherwise provide new functionality and/or technology.

- a. Preliminary Research. The State will request such enhancement/modernization/development work through a written request to the EPIS Contractor. Upon receiving the written request, the EPIS Contractor will, in a timely fashion, perform sufficient preliminary analysis to enable the EPIS Contractor to provide the State with a written and verbal report outlining the available options, general application design characteristics, feasibility recommendations, and a broad estimate of the overall cost of the various options.

After the EPIS Contractor has made its report to the State, the State will make a determination regarding proceeding with the enhancement/development work and will inform the EPIS Contractor of the outcome in writing. If the decision is made to proceed with the work, the State shall execute the Variable Services Request Process described below.

In addition to State-requested enhancement/development work, the EPIS Contractor may also recommend potential enhancement/development projects for consideration by the State based upon the EPIS Contractor's understanding of a need to enhance or provide new functionality and/or technology. The State must approve such EPIS Contractor-initiated recommendations in writing. If the State does approve the recommendation, it will follow the same process as State-initiated requests; beginning with preliminary analysis and, at the State's discretion, proceeding through the Variable Services Request Process.

b. Variable Services Request Process

- i. The State may, at any time prior to the end of the Enterprise Portal contract, and with written notice to the EPIS Contractor, request changes to work products within the general scope of the Contract. The requested changes will be project-based and may include the types of services outlined in EPIS Contract Section A.6 (Variable Services).
- ii. The EPIS Contractor, in collaboration with State Organizational Units and STS, will develop an SOW that is sufficiently detailed, such that the State and EPIS Contractor can adequately determine the level of effort involved in order to provide a Project Proposal with associated costs back to the State. The SOW will include a description of the project and proposed solution, high-level goals, expectations and objectives, and what the

project will deliver. The EPIS Contractor may request additional detail or elicit additional requirements to augment their understanding of the request as necessary. This SOW will constitute the detailed description of the tasks/work required to perform the Variable Services Request. The State will provide the written SOW to the EPIS Contractor.

- iii. Within fifteen (15) calendar days after receiving the written SOW the EPIS Contractor will provide the State with a Project Proposal. If, due to the complex nature of the SOW, the EPIS Contractor determines that more time is needed to prepare the Project Proposal, the EPIS Contractor will request in writing (Memorandum) to the State Designee from Strategic Technology Solutions a request for an extension with the specified additional time needed. The Memorandum will be maintained as part of the official Contract file. The Project Proposal will include at a minimum:

- Project Background and Objectives
- Project Scope, Approach and Associated Deliverables
- The effect, if any, of implementing the requested change(s) on all other services required under this Contract
- The specific effort involved in completing the change(s)
- A Staffing Plan, including the roles and responsibilities of Project Team Members
- The maximum number of person hours required for the change(s)
- Project Assumptions
- Project Schedule / Timeline
- Estimate of the total cost to complete the project. The EPPH Contractor shall provide an itemization of all costs that compose this price. **This estimate shall be a “not to exceed” estimate.**

For any professional services costs, the Contractor shall use the Variable Services Hourly Rates detailed in Contract Sections C.3.b.iii. The cost associated with the Project Proposal shall specify the total cost based on the number of staff-hours required to complete the change, times the corresponding hourly rate bid by the EPPH Contractor.

The State shall be able to account for every professional services cost that makes up the total by reference to Contract Section C.3.b.iii; there shall be no other costs that are not given in this Contract section.

- Estimation technique used with the associated parameters that justifies the cost of the project

The State shall not compensate the Contractor for the cost of producing the Project Proposal.

- iv. Assuming that the State and the EPIS Contractor agree upon the proposed cost, the State approves the Project Proposal, and the State wishes to proceed with the Variable Services Request, the State shall provide the EPIS Contractor with a written authorization to begin the work. The EPIS Contractor shall not begin work under the SOW/Project Proposal/Variable Services Request until these documents are approved by the Information Technology Assessment and Budget Committee (IT-ABC), STS, the State Organizational Unit, and the Portal Advisory Committee (PAC). In no event shall the EPIS Contractor begin any new application development, modernization of existing

applications, or any other application change for any State Organizational Unit prior to receiving written State approval. The State shall not be liable to compensate the Contractor for any such work undertaken without written State approval.

If approved, the State will sign the Project Proposal, and it shall constitute a Variable Services Request between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

The EPIS Contractor shall maintain sufficient staff to begin Variable Services Request related work immediately upon receiving the appropriate State approvals.

- v. The EPIS Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the EPIS Contractor written approval.
 - vi. The State will remunerate the EPIS Contractor only for acceptable work. All acceptable work performed pursuant to an approved Variable Services Request, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.b.iii, PROVIDED THAT, with regard to professional services, the State shall be liable to the EPIS Contractor only for the cost of the actual person hours worked to complete the Variable Services Request work, not to exceed the maximum cost for the change detailed in the Project Proposal. In no instance shall the State be liable to the EPIS Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved Project Proposal authorizing the service. Upon State approval of the Variable Services Request work, the EPIS Contractor shall invoice the State in accordance with the relevant provisions of this Contract.
 - vii. The State shall have the option to cancel the Variable Services Request project at any point in the project lifecycle. In this event, and upon receiving from the EPIS Contractor adequate documentation of the work completed as of the date of project termination, the State shall compensate the EPIS Contractor for work that has been satisfactorily completed.
- c. The State may, at its discretion, also require some or all of the Project Management services described in Contract Section A.8.b to support Variable Services projects. In this event, the State will compensate the EPIS Contractor for Variable Services project Management in accordance with the relevant Statement of Work (SOW), using the rates specified in Contract Section C.3.b.iii.

A.14. State Approval Required. State review and approval is required of all contract deliverables and subsequent updates to those deliverables.

A.15. Variable Services Consulting Staff.

- a. Oversight. While Variable Services and associated resources are required on an as-needed basis, the responsibility for oversight of any Variable Services and associated resources rests with the EPIS Contractor, with the State having the final right of determination as to the quality of the work.
- b. Consulting Services. The State may request, via the process delineated at Contract Section A.13, Consulting Services to perform Variable Services project-based work including, but not limited, to: enhancement or modernization of complex applications; maintaining compliance of Complex Applications with federal and state standards, regulations and policies; and development of new web-based / JAVA or .NET Complex Applications.
- c. Use of Portal Consulting Services. There is no guarantee that the State will use any of the EPIS Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services. The State reserves the right to use other available means of

providing the types of consulting services described above if the State determines that it will be more cost-efficient and/or in the best interests of the State.

- d. Remuneration for Portal Consulting Services. Remuneration for any such Portal Consulting Services shall be based on the applicable Variable Services Hourly Rates detailed in Contract Section C.3.b.iii.
- e. Work Location of Portal Consulting Services. For Variable Services projects, during the Transition-In Project, Contractor Project Managers shall be located in the Metropolitan Nashville area, unless otherwise designated by the State. After the Transition-In Project, Contractor Project Managers may be located off-site.

The location of other Consulting Services for Variable Services projects may be provided either off-site or in the Metropolitan Nashville area. Regardless of the location of the work, the EPIS Contractor shall supply all office space, equipment, connectivity, and supplies required by EPIS Contractor personnel.

If off-site, the EPIS Contractor must ensure Consulting services staff are accessible as necessary to coordinate and execute the applicable Variable Services project in an efficient and effective manner. The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any EPIS Contractor staff requiring remote access). The State will charge the Contractor for VPN accounts; and such expenses shall be deducted from the Contractor's invoices to the State.

The State reserves the right to request that key Contractor personnel be located in the Metropolitan Nashville area, if this is deemed by the State to be in the project's best interest.

- f. Portal Consulting Services Classification Skills. The EPIS Contractor's Portal Program Oversight will provide the necessary Portal Consulting Services staff to plan and execute Variable Services projects. Assigned staff may satisfy multiple roles. Consulting Services staff must meet the Classification Skill requirements as outlined in Contract Attachment 4 (EPIS Contractor Staff Roles) that correspond to the EPIS Contractor's hourly rates at Contract Section C.3.b.iii. In the Classifications listed in Contract Attachment 4, the State has identified specific development languages, such as JAVA and .NET, which, as of the begin date of this Contract, are State standards. However, from time to time the State may add products to the list of accepted State standards, or accept waiver requests to allow applications to be developed using Non-State standard products. The same rates and equivalent experience levels shall apply to the pertinent classifications.
- g. The State will compensate the EPIS Contractor for Variable Services consulting in accordance with the hourly rates detailed in Contract Section C.3.b.iii.

A.16. Transition-In Project Key Personnel.

- a. State Project Team. The State project team shall consist, at a minimum, of the following key personnel for the Transition-In Project.

Project Role	No.	FTE	Role Description
Portal Manager	1	.75	This role sets Operational and Strategic Direction for Complex Applications and hosting environment. Provides vendor and contract management. Communications. Organizational Unit liaison and point of contact.
Lead Portal Administrator	1	1.00	Leads planning, operational support, and day to day support of the Complex Application Environment. Provides key performance indicators reports and metrics including operational SLA's. Provides communications and updates to

			stakeholders. Communications. Key person in the contract transition, responsible for coordinating resources to meet deliverable deadlines and risk mitigation.
Portal Administrator	1	1.00	Day to day operational support of the Complex Application Environment. Release manager for all Complex Applications to include enhancements, bug fixes, and new applications. Ensures compliance with Complex Application process and procedures to include documentation completion, Organizational Unit approval, and UAT. Serves as the technical liaison with datacenter staff.
Database Administrator	1	.20	Leads the Support, Upgrades and Day to Day Management of the ePortal Databases. Provides infrastructure support for: installations, upgrades, patches, security, code deployments, and tuning. Provides operational support.
Middleware Manager	1	.50	Leads Middleware support JBOSS, JON, Web Administration, and Deployments.
Middleware	2	1.00	Middleware support JBOSS, JON, Web Administration, and Deployments.
EPP/CMS Manager	1		This role sets Operational and Strategic Direction for Internal and external website and simple application environments and their hosting environment needs. Provides vendor and contract management for external website and simple application future developments. Communications. Organizational Unit liaison and point of contact. Leads planning, operational support, and day to day support of the Internal and external website and simple application environments. Provides key performance indicators reports and metrics including operational SLA's. Provides communications and updates to stakeholders. Key person in the contract transition, responsible for coordinating resources to meet deliverable deadlines and risk mitigation.
EPP/CMS Architects	2		Leads new development initiatives, including suggestion for innovation and efficiencies. Performing code assessments. Reviews Internal and external website and simple application environments prior to deployment to ensure code, framework and any integration developments meets standards. Helps set architecture direction. Development liaison during transition between the State Organizational Units and contractor. Mobile App support. Tier 2 customer support.
EPP/CMS Web Developer	1		Day to day operational support of the Internal and external website and simple application environments. Release manager for all Internal and external website and simple application environments to include enhancements, bug fixes, and new applications. Ensures compliance with State process and procedures which include but not limited to documentation completion, Organizational Unit approval, UAT, and invoice processing. Serves as the technical liaison with datacenter staff. Tier 2 customer support. Key person in

			the contract transition, responsible for coordinating resources to meet deliverable deadlines and risk mitigation.
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The State team shall also consist of a representative from the Department of Finance and Administration who is responsible for administering the State's Merchant Servicer contract. The EPIS Contractor shall work with the State Project Manager in coordination with the Department of Finance and Administration to schedule resources and activities for the State's Merchant Servicer relating to the development of new interfaces or the maintenance of existing interfaces.

b. EPIS Contractor Project Team for this Contract

- i. The EPIS Contractor shall provide a project team of qualified staff to complete the Transition-In Project by no later than six (6) months from the Contract Start Date.

The project team shall be led by a Senior Project Manager with, at least, three years of experience leading large projects. The Senior Project Manager shall be considered Transition-In key personnel. The EPIS Contractor's Project team shall also consist of management and technical staff from the vendor awarded the contract to provide the Enterprise Portal Platform and Hosting Services (EPPH Contract).

The cost to the State for the EPIS Contractor project team shall be included within the Transition-In Project rates detailed in EPIS Contract Section C.3.b.ii. The Contractor shall not charge the State separately for the EPIS Contractor's project team (including the Senior Project Manager).

- ii. Work location hours and availability. During the Transition-In Project, Contractor Project Managers shall be located in the Metropolitan Nashville area, unless otherwise designated by the State. After the Transition-In Project, Contractor Project Managers may be located off-site. The EPIS Contractor's Project Manager shall be available to work with the State team from 7:30 a.m. – 5:00 p.m. (CT).

The State reserves the right to request that key Contractor personnel be located in the Metropolitan Nashville area, if this is deemed by the State to be in the project's best interest.

A.17. Portal Software Environments/Standards. For Complex Applications, the Environments/Standards are as follows:

- a. The State, with the assistance of the EPIS Contractor, shall establish separate Development, Testing, Disaster Recovery, and Production environments. Test and Production will be located at the State's Data Center.

The EPIS Contractor's Development environment will mirror the Test and Production environments with regard to O/S, Java, JBoss, Database, libraries, patches, and sub-patches. Furthermore, the EPIS Contractor will patch according to the State developed patching schedule.

The EPIS Contractor will not have application administrative access to the production environment. The EPIS Contractor will be required to follow the State's Release Management Strategy. The Release Management Strategy will be provided to the Contractor at the Contract Start Date.

- b. The EPIS Contractor will be required to maintain a real-time source code repository in the State's Data Center. The Repository must contain the latest source code for all Production and Applications under development. This State located source code repository can be a synced instance of one that resides at the EPIS Contractor's location. The EPIS Contractor

shall maintain version control of all software components and documentation in accordance with the State-approved Change and Configuration Management Plan.

The EPIS Contractor may maintain the source code at their facility, however the EPIS Contractor shall replicate the source code (in its entirety) back to STS. Furthermore, the source code system shall be open-source, able to replicate, and facilitate automated deployments.

- c. The EPIS Contractor must remain in Compliance with State technical architecture/State standards. The EPP/CMS shall be developed, maintained, and operated in accordance with the State's *Enterprise Technology Architecture*, utilizing approved State products. See EPIS Contract Section A.43 and EPIS Contract Attachment 5.
- d. The EPIS Contractor will be required to adhere to State Maintenance and Release Windows.

A.18. Detailed Project Schedule. During the Transition-In Project, the EPIS Contractor shall develop and maintain a Detailed Project Schedule. The Detailed Project Schedule shall be included as a subsidiary plan to the Project Management Plan. The Project Management Plan shall be developed in either Microsoft Project or the State-Standard Project Portfolio Management Tool.

a. The Detailed Project Schedule shall:

- i. include a work breakdown structure (WBS) for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks;
- ii. include key milestone and activity information for the project in support of the State's implementation schedule;
- iii. identify critical path; and
- iv. provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections, as determined by the State.

b. The dates within the Detailed Project Schedule must be mutually agreed upon between the State and the EPIS Contractor within thirty (30) days of submission to the State. The State shall have final authority for approval of the baseline schedule. Also, any subsequent changes to the Detailed Project Schedule shall require written State approval.

c. The EPIS Contractor shall analyze deviations from the Detailed Project Schedule baseline once it is established, determine impacts to the overall schedule and communicate any proposed changes to the project schedule to the State PM within two business days of identification of these changes; if the proposed changes are approved by the State, the EPIS Contractor will provide an updated schedule to the State within five days. The EPIS Contractor shall provide written status updates to the State as specified in the State-approved Communication Management Plan.

d. During the Transition-in Project, the EPIS Contractor shall transition all complex applications in four (4) waves, instead of a "big bang" approach. Also, the transition of the Internal (Intranet) websites, the External (Internet) websites, and the Simple Applications shall be scheduled in waves, as determined by the State.

e. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.

A.19. Communication Management Plan.

- a. During the Transition-in Project, the EPIS Contractor shall develop and maintain a Communication Management Plan to be included as a subsidiary plan to the Project Management Plan. This plan shall serve as a guide for communications throughout the life of the project and will be updated as communication requirements change. The Communication Management Plan shall define the following:
 - i. Communication requirements based on roles
 - ii. What information will be communicated
 - iii. How the information will be communicated
 - iv. When will information be distributed
 - v. Who does the communication
 - vi. Who receives the communication

- b. Weekly Status Reports for the State Project Team. During the Transition-in Project, the EPIS Contractor shall prepare Weekly Status Reports for the State Project Team that reflects the status of activities for the reporting period, upcoming activities, and open issues. Topics to be covered shall include, but not be limited to:
 - i. A listing of significant departures from the Project Management Plan with explanations of causes and strategies to achieve realignment;
 - ii. A listing of tasks that were completed since the last report;
 - iii. Tasks that were delayed and reasons for delay;
 - iv. The risk mitigation plan / actions to bring delayed tasks back in line with the baseline schedule;
 - v. Tasks in progress;
 - vi. Planned activities for the next scheduled period;
 - vii. Staffing concerns or issues encountered, proposed resolutions and actual resolutions;
 - viii. In-progress Variable Services Requests and their status;
 - ix. An updated report on program risks with recommendations for elimination or mitigation;
 - x. A listing of any other topics that require attention from the State Designee from Strategic Technology Solutions, Sponsors, or the Portal Advisory Committee (PAC); and
 - xi. A written assessment and review of the EPIS and EPPH Contractor's SLA performance shall be provided for the EPP/CMS and applications that have been transitioned as of the reporting date to the EPIS Contractor

- c. Monthly Status Report for the Portal Advisory Committee (PAC).
 - i. General. For the duration of the EPIS and EPPH contracts, the EPIS Contractor shall provide a monthly status report to the PAC. A State designee from STS shall review the status report prior to the meeting. The EPIS Contractor shall make changes to the monthly status report, as requested by the State designee, in order to obtain final approval prior to the monthly meeting. This report will aid the PAC in their oversight role of the Enterprise Portal by identifying what portal services are being accessed, how they are accessed, and how portal information needs to be organized and managed to more effectively meet the needs of the public.
 - ii. Report Contents. The EPIS Contractor's monthly PAC Status Report will include, at a minimum:
 - A summary of the progress of the Enterprise Portal
 - Identification of the activities for the current month and upcoming key activities
 - Identification of risks and open issues that may need PAC attention
 - Status of compliance with EPIS and EPPH Contract SLAs
 - Number of business / service transactions by application and in total for the State

- Number of visits to the EPP/CMS
 - Schedule that shows status of all ongoing projects
 - Outline and descriptions of proposed innovative solutions, future development and planned upgrades to the platform.
- d. PAC Meeting Monthly Status Agenda. STS shall prepare the agenda for the monthly PAC Meeting. The PAC meetings are scheduled the first Monday of the each month, or on an as-needed basis, as determined by the State.
- e. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.
- A.20. Change and Configuration Management Plan (CCMP). The EPIS Contractor shall develop and maintain a CCMP as a subsidiary plan to the Project Management Plan. State review and approval of the baseline CCMP and any subsequent changes is required.
- a. Standards and Guidelines. The EPIS Contractor shall document Change and Configuration Management Standards and Guidelines, which defines the EPIS Contractor's approach for version control for all software/hardware components and documentation. The EPIS Contractors shall follow the Standards, Guidelines, and Processes defined in the CCMP for the duration of the EPIS contract. The EPIS Contractor shall also ensure that the EPPH Contractor follows the CCMP for the duration of the EPIS contract.
- b. Version Control. The EPIS Contractor shall maintain prior versions of all applications and deliverables. The EPIS Contractor shall implement a version/release numbering system that uniquely identifies what generation of applications and deliverables populated the production environment at any given time.
- c. Variable Services Requests. The EPIS Contractor shall develop a formalized change control process to document, assess, monitor and communicate change management processes and the status of Variable Services Requests. The EPIS Contractor will systematically document changes, assess for need, impact, and appropriateness, and present those changes to the State designee for review and approval. Each Variable Services Request shall be reviewed by the EPIS Contractor, EPPH Contractor as required, and the State. The EPIS Contractor shall use the State's Ticketing System to record and track the life cycle of all Variable Services Requests. The EPIS Contractor shall submit all Variable Services Requests to the State for review and approval prior to the planning or implementation of those changes. State approval of each Variable Services Request is required before the EPIS Contractor can proceed with the changes. The EPIS Contractor will track the status of in-progress Variable Services Requests and report this information to the State designee in the weekly status reports.
- The EPIS Contractor shall follow State-approved methodologies for the development of new applications throughout the project lifecycle.
- d. The EPIS Contractor shall adhere to the State's Release Management Strategy. The Release Management Strategy will be provided to the Contractor at the Contract Start Date. The EPIS Contractor may, with the State's approval, use a Configuration Management tool of their choosing. The EPIS Contractor will provide the State access to the Configuration Management tool, if requested.
- e. The EPIS Contractor shall supply the State with a schedule for releases and patches (monthly/quarterly/yearly). The EPIS Contractor shall supply the State with detailed release notes at least 3 weeks prior to a major release and 2 weeks prior to a minor release. The

EPIS Contractor shall coordinate with the State to upgrade the State testing environment with the release/patch at least 2 weeks prior to the release to production.

- f. the contractor shall abide by State policy on patches, which can be found in State's Enterprise Information Security Policy ("The Policy"). The Policy, as may be periodically revised, can be located at the following link:

https://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf.

- g. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.

A.21. Quality Management Plan. The EPIS Contractor shall develop a Quality Management Plan (QMP) as a subsidiary plan to the Project Management Plan.

- a. The purpose of this plan is to:

- Ensure quality is planned
- Define how quality will be managed
- Define quality assurance activities
- Define quality control activities
- Define acceptable quality standards

- b. The EPIS Contractor shall work with the EPPH Contractor to establish quality goals and define the processes, procedures, roles and responsibilities for quality planning, quality assurance, quality control and continuous process improvement. The QMP shall be used by the EPIS Contractor to determine if deliverables are being produced to an acceptable quality level and if the project processes used to manage and create the deliverables have been effective and properly applied.

- c. The EPIS Contractor shall follow the QMP for the duration of the EPIS contract. The EPIS Contractor shall also ensure that the EPPH Contractor follows the QMP for the duration of the EPIS contract.

- d. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.

A.22. Risk Management Plan.

- a. During the Transition-In Project, the EPIS Contractor shall develop and maintain a Risk Management Plan (RMP), as a subsidiary plan to the Project Management Plan. The RMP shall describe the EPIS Contractor's approach to identify and manage project risks. For all risks identified, the EPIS Contractor shall analyze and prioritize each risk based on their potential impact to the Detailed Project Schedule. Additionally, the EPIS Contractor shall develop a mitigation approach for each risk and provide this to the State designee for review and approval.

- b. The EPIS Contractor's PM shall create and maintain a Risk Register that will be stored electronically in the project library. In order to determine the severity of the risks, the EPIS Contractor shall assign a probability and impact factor to each risk in a Probability-Impact Matrix. This process will require the EPIS Contractor's PM to prioritize risks based upon the potential impact to the project. Each major risk will be assigned to a risk owner for monitoring and controlling purposes to ensure that the risk will be addressed and managed appropriately.

- c. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.

A.23. Human Resource Plan. During the Transition-in Project, the EPIS Contractor shall develop and maintain a Human Resource Plan (HRP) as a subsidiary plan to the Project Management Plan. State review and approval of the HRP baseline and all subsequent changes is required.

- a. The HRP shall include the processes and procedures used to staff and manage the EPIS Contractor team during the Transition-in Project. The HRP shall describe the EPIS Contractor's approach to provide project staffing for the Transition-In Project, Baseline Services, and Variable Services if requested by the State. The plan shall project the total number of personnel, by category / type, that will be required on a monthly basis, describe the roles and responsibilities assigned to each person, discuss plans to transition staff to other assignments, and detail the use of consulting services.

The EPIS Contractor shall develop a high-level staffing plan that shows the number of personnel, by type, that will be required for the Transition-in project and Baseline Services.

- b. Organization Charts. The EPIS Contractor shall document and maintain an Organizational Chart showing key personnel, subordinate staff and reporting relationships for each of the following:

- i. Project Team for Transition-in Project, including all State, EPIS Contractor, and EPPH Contractor resources
- ii. EPIS Contractor Core Team that provides Baseline Services
- iii. EPPH Contractor Core Team that provides Baseline Services

The EPIS Contractor shall update the organization chart as changes in staffing occur.

- c. Project Roles. This EPIS Contractor shall provide the following information for project roles assigned to the Transition-in Project and Baseline Services:

- i. Role Name
- ii. Role Description
- iii. Authority
- iv. Name
- v. % of Participation
- vi. Responsibilities
- vii. Knowledge and Skills

- d. Substitution of Key Personnel. The EPIS Contractor shall obtain the written pre-approval from the State designee at STS to substitute Contractor key personnel assigned to the Transition-in project or EPIS Contractor resources that provide ongoing Baseline Services. At a minimum, Contractor key personnel and Baseline Services resources shall include the Contractor Project Managers and liaisons to State Organizational Units. The EPIS Contractor shall provide the resumes of proposed key personnel replacement candidates to the State for review and approval. The State reserves the right to interview the individual before granting approval.

- e. Replacement Timelines. In the event any one of the **key personnel** is reassigned, becomes incapacitated, or ceases to be employed by the EPIS Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, the EPIS Contractor shall:

- i. Temporary Replacement. Within ten (10) business days, temporarily replace such key person with another person properly qualified to perform the functions of such replaced person, and
- ii. Permanent Replacement. Within sixty (60) business days, permanently replace such replaced person with another key person approved by the State and properly qualified to perform the functions of such replaced person.

In the event that a temporary or permanent replacement of an EPIS Contractor key person cannot be replaced within the above timeframes, the EPIS Contractor shall notify the State Designee from STS in writing, requesting the additional, specified time needed.

- iii. Removal of EPIS Contractor Personnel. The State reserves the right, at its sole discretion, to require the EPIS Contractor to replace EPIS Contractor and/or Subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the EPIS Contractor will discuss the circumstances. Upon receipt of a written request from the State STS designee, the EPIS Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The EPIS Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the EPIS Contractor to terminate any EPIS Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the EPIS Contractor discontinue using an employee in the performance of services for the State.
- f. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.

A.24. Test Management Plan. During the Transition-in Project, the EPIS Contractor shall prepare a Test Management Plan (TMP) as a subsidiary plan to the Project Management Plan. This plan shall address all testing efforts during transition. All testing will be conducted within the Test Environment and will mirror the Production Environment. The State will not permit testing within the Production Environment. For all applications that will be hosted at the State after transition, the test environment will be within the State Data Center.

a. Test Management Plan.

During the Transition-In Project, the EPIS Contractor shall provide a TMP documenting the strategy, plan, and test management approach for multiple levels of test for any new application development or modifications to existing applications that occur during the Transition-In Project. The focus of this plan is to detail the planning, execution, and management activities that must take place to monitor and control the testing effort, and ensure alignment of approach and any corresponding activities with the project goals and objectives.

In the TMP, the EPIS Contractor shall describe the overall objectives of the testing effort, the manner in which any reporting tools are used to support execution, and the methods and processes used to log a defect and track it to resolution.

Risk factors that could prevent the successful completion of required tests and activities to avoid or mitigate each risk shall be described.

- b. For application development and modifications during the Transition-in Project, the EPIS Contractor shall develop test plans for the following levels of testing:

- i. Component Test: The EPIS Contractor's development team shall perform component, or unit, testing and for documenting the tests performed and the results of the testing.
- ii. Integration Test: The EPIS Contractor team shall perform integration testing to verify that components interact correctly and that all hardware and software items are integrated adequately.
- iii. System Test Plan: The EPIS Contractor shall develop a System Test Plan. This plan shall outline the system test process and inform stakeholders of the approach, activities, and deliverables for this level of testing. The primary objectives of system test are to demonstrate that the system functions properly as a whole, the modules or components interact with one another as designed, and that certain nonfunctional characteristics are present (e.g., usability testing, performance testing, and stress testing).

The EPIS Contractor team shall conduct system testing prior to UAT.

- (1) The EPIS Contractor shall track and manage: issues, problems and discrepancies found during testing or regression testing; resolution of these issues. If a test tracking tool is used, the EPIS Contractor will provide the State access to the Test Tracking Tool, if requested.
 - (2) Environment/Infrastructure: The System Test Plan shall describe the environment and infrastructure needs for the system test level of testing for the project, system, or application. If intervention is required by State staff to create, maintain, or grant access to the system test environment, the EPIS Contractor will include that information in this section.
 - (3) Test Requirements and Assumptions: The System Test Plan shall document test requirements and assumptions.
- iv. User Acceptance Test Plan: The EPIS Contractor shall develop a User Acceptance Test (UAT) Plan. The purpose of the UAT Plan is to provide information regarding the strategy, plan, and testing approach for the UAT level of the project, system, or application. This level of testing is internal to the State testing team. The UAT Plan shall address how the EPIS Contractor will provide guidance for the user testing activities performed in support of each project.

The primary objectives of UAT are to demonstrate that the system is operationally effective and suitable for use. The EPIS Contractor shall provide support to the UAT Team to insure the team performs acceptance tests in accordance with this plan. If required, the EPIS Contractor will provide dedicated support at the State designated sites for UAT, including application and technical assistance.

UAT shall establish the initial baseline performance metrics, and confirm the orientation and training of the end users on the functions of the developed system or modifications to existing systems and interfaces.

- v. Defect Management Plan.
 - (1) The EPIS Contractor shall develop a Defect Management Plan (DMP) to effectively manage defects during the testing life cycle of the project. The purpose of this plan is to outline the defect management approach, processes, and procedures for the project.
 - (2) Defect Tracking Tool: The Defect Management Plan shall describe the tools that are used to manage and track defects. Tools may include defect tracking applications and/or defect logs created in such products as MS Word or Excel.

- vi. Conversion Test Plan. The purpose of the Conversion Test Plan is to provide the approach for testing the converted data for the project, system, or application. This document should contain details regarding resource needs, goals and objectives, and schedules. The plan should also include an explanation of how converted data will be used as part of the other test level plans.

The EPIS Contractor shall describe the environment and infrastructure needs for conversion testing for the project, system, or application. If intervention is required by State staff to create, maintain, or grant access to the conversion test environment or other applicable test environments, include the information in this section.

- c. The services described in this Section are Transition-In Services. The State will not separately compensate the EPIS Contractor for the services described in this Section. Compensation for these services is included in other compensation specified in Contract Section C.3.b.ii.
- A.25. Section 508 Compliance. The State EPP/CMS and all Enterprise Portal Services applications will adhere to the Americans with Disabilities Act (ADA) guidelines and Section 508 of the Rehabilitation Act Amendments of 1998.
- A.26. Service Level Agreements (SLAs). The EPIS Contractor shall comply with the SLAs detailed in Contract Attachment 2.
- A.27. EPP/CMS Marketing and Conformance to State Branding Standards.
- a. At the State's request, the Contractor shall prepare and distribute materials to market and encourage citizen use of the State's Enterprise Portal.
 - b. Prior to any marketing materials being distributed to citizens, the business community or government agencies, the EPIS Contractor shall obtain permission from the State Designee from Strategic Technology Solutions. The State Designee from Strategic Technology Solutions may obtain feedback from any other entities he/she decides.
 - c. All marketing materials will maintain the State branding guidelines, both print and digital.
 - d. The EPIS Contractor and its affiliates, subcontractors and business partners (the "Performing Parties") shall use the State's approved branding standards in all products or services provided under this Contract. However, the Performing Parties shall not (directly or otherwise), use the State's branding standards to identify themselves with products or services provided, without the State's prior written approval. The Performing Parties shall not, in any way, alter the State's branding standards without the State's prior written approval.
 - e. The State will request these services as Variable Services using the SOW process, and the State shall compensate the Contractor for these services in accordance with Contract Section C.3.b.iii.
- A.28. Requirement to Keep Technology Current.
- a. The EPIS Contractor is expected to keep current with technology. This will require the EPIS Contractor to work with the Portal Manager to develop an annual list of suggested rewrites for the year.

This is a Fixed-Price Baseline Service and the State shall compensate the vendor for these services in accordance with Contract Section C.3.b.i(1).
 - b. The EPIS Contractor (as determined and defined by the State) is further required to keep 3rd party applications they maintain current in versions and patching levels. The EPIS Contractor is required to patch at least monthly, unless instructed in writing by the Portal Manager.

- i. During the Transition-In Project, the State shall compensate the EPIS Contractor for the Services in this Section A.28.b using the Variable Services process described in EPIS Contract Section A.13.
- ii. After the Transition-In Project is complete, such services shall be considered Allotted-Hours Baseline Services and the State shall compensate the vendor for the services in this Section A.28.b in accordance with EPIS Contract Section C.3.b.i(2).
- c. Any actual rewrites or modifications to applications required as a result of keeping the technology current shall be performed as Variable Services and the State shall compensate the Contractor for these services using the Variable Services process described in EPIS Contract Section A.13.

A.29. Transfer/Assignment of Third-Party Agreements to the State.

- a. In the event that the EPIS Contractor holds any third-party agreements that enable the EPIS Contractor to fulfill its obligations under this contract, at the State's option, the State may request that the EPIS Contractor transfer/assign such agreements to the State.
- b. As requested by the State and to the degree allowed by the agreements in question, the EPIS Contractor agrees to assign to the State or, if the State so chooses, to a replacement EPIS contractor any leases, maintenance, support and other agreements used by EPIS Contractor in connection with the delivery of services and work products provided under this Contract. The EPIS Contractor's performance of all obligations under such leases, maintenance, support and other agreements with respect to periods prior to the date of assignment to the State or the replacement vendor are the sole responsibility of the EPIS Contractor.

A.30. State's Right to Remove Portal Applications.

- a. The State reserves the right, without incurring a penalty or any other form of liability to the EPIS Contractor, to decommission, remove, and/or restrict the usage of, any or all applications on the State's Enterprise Portal, or to take any other actions that the State deems to be in the State's best interest. Nothing in this Contract shall be construed as a guarantee of Enterprise Portal activity or usage volumes.
- b. Should the State exercise its rights under this section, the EPIS Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

A.31. Compliance with Industry Best Practices. The EPIS Contractor must comply with industry best practices in the provision of services under this Contract.

A.32. Technology Hand-Over. Upon Termination of Contract and at the State's request, the EPIS Contractor will, in all practical and contractually allowable cases, transfer ownership and/or licenses to the State for any software/hardware that is necessary to continue the successful operation and maintenance of the Portal.

A.33. Non-Disclosure agreement with Incumbent Vendor, if Applicable. The EPIS Contractor shall sign any Non-Disclosure agreements required by the Incumbent Vendor to enable the EPIS Contractor to access information (documentation, software, etc.) necessary to provision of the services described herein.

A.34. Existing Software Listing. The EPIS Contractor agrees to provide a complete list of all existing Software and pertinent licensing information used in the performance of the Contract and keep this list updated with the State's Portal Manager throughout the Term of the Contract. The EPIS Contractor agrees to provide the Portal Manager with updates to this list as it may be revised from time to time.

A.35. Accounting/Financial Requirements.

- a. The State's Enterprise Portal solution incorporates a code library known as NUCLEUS. It provides functions to create and manage users and their organizations; the ability to create, assign, and manage subscriptions between organizations and applications; record all transactional activity (time, date, user, nature of activity, financials if present). It is also the gateway for ePortal applications to interact with the State's payment processor, currently FIS. Accounting information stored within the State's NUCLEUS system, Portal Administration & Account Management System (PAAMS), and Supervisor Portal Administration & Account Management System (SPAAMS) includes: transaction volumes and dollar amounts; associated requesting Organizational Units; record request counts; and subscription account information; user lists by unique identifiable key, user name, and Organizational Unit for all additions and deletions, as they occur. The EPIS Contractor shall provide the State with the tools to automatically extract information on a monthly basis, or as requested by the State, to facilitate the State accounting processes.
- b. The EPIS Contractor shall perform the analysis necessary and build a data dictionary, and other documentation, as required, for NUCLEUS, PAAMS, and SPAAMS, to define detailed requirements for standard queries and extracts necessary for the State accounting and subscription account-management processes. The EPIS Contractor shall develop these queries and extracts during the Transition-In Project. The State fiscal team and the Incumbent Vendor shall be available as information resources for the EPIS Contractor's analysis and development efforts. Interested parties (e.g., F&A Billing Services, F&A Accounts, State Organizational Units) will use this data to generate regular reporting regarding Portal transactions.
- c. Payment Processing Files. The State's Merchant Servicer shall supply STS with a monthly file showing the transaction volume processed via the Portal. For each amount collected, the State Organizational Unit, purpose of fee collected, and description of fee should be included. The State will use this information for its reconciliation process.

A.36. Portal Program Transition-Out and Closeout Plan.

- a. Protection of Enterprise Portal Network Operations during Transition-Out.
 - i. During the last year of the Contract or beginning upon State notice of its intent to terminate the Contract, the EPIS Contractor will cooperate with the State and assist in planning for an orderly exit strategy in order to protect the Enterprise Portal operations during Transition-Out.
 - ii. The Enterprise Portal created under this procurement shall remain operational during the Transition-Out period. In the event that a different EPIS contractor is awarded the subsequent contract, the EPIS Contractor shall provide continuing services as the State transitions itself to receive such services from the new EPIS contractor.
- b. Finalize the Portal Program Transition-Out and Closeout Plan. A copy of the initial proposed Transition-Out and Closeout Plan was added to the Project File at the Contract Start Date. The EPIS Contractor will update the Transition-Out and Closeout Plan and provide it to the State Designee from Strategic Technology Solutions for review and approval twelve (12) months prior to the end of the Contract, or upon State notice of its intent to terminate the Contract. The Transition-Out and Closeout Plan will include:
 - i. A comprehensive narrative that illustrates how to exit the portal contract while ensuring seamless transition of the EPIS Contractor's responsibilities to another entity (a new contractor or the State) without interruption of portal operations or availability. The EPIS Contractor shall update the initially proposed exit narrative to cover all current portal services as currently implemented.
 - ii. The procedures for delivery of all State records, applications, data, and agreements, including working papers and operational documentation related to the Enterprise Portal

contract, as well as copies of any confidential data (electronic or hard copy) to another entity (new contractor or the State). The EPIS Contractor shall update the initially proposed procedures as needed to address the current state of all materials to be delivered..

- iii. Procedures for the destruction of all Contractor-held copies of State data including hard copies and sanitization/wiping of electronic copies along with certification of destruction. The EPIS Contractor shall update the initially proposed procedures as needed to address the current state of all materials to be destroyed..
- c. Prepare a comprehensive, detailed inventory of applications and data files to guide Transition-Out and Closeout activities.
- d. Execute the Portal Program Transition-Out and Closeout Plan. When requested by the State Designee from Strategic Technology Solutions, the EPIS Contractor will execute the Portal Program Transition-Out and Closeout Plan.
 - i. The EPIS Contractor shall destroy all hard copies of State's confidential data and sanitize/wipe all digital copies. The EPIS Contractor shall provide proof to the State that this was done.
- e. Agreement to Settle Amounts Owed. As this Contract nears the end of its term, it may be necessary for the State to continue to request new Portal application development. In this event, the State shall compensate the EPIS Contractor for acceptable work completed as of the date of the State's request to settle the amounts owed. The EPIS Contractor shall transfer all completed Work Products to the State. The EPIS Contractor must provide documentation to the State to substantiate the Work Product cost. See Contract Section E.3 for a definition of Work Product and State's ownership rights as they pertain to the Work Product.
- f. The State will request these services as Variable Services using the SOW process, and the State shall compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.iii.

A.37. Warranty. EPIS Contractor represents and warrants that, for a period of twelve (12) months, or until the end of the Contract Term, whichever period of time is longer, from acceptance or placement into production of the final system software deliverable, ("Warranty Period"), the final system software deliverables provided under this Contract shall conform in all material respects to the applicable requirements agreed to by the parties in writing (e.g. via an accepted design deliverable) (the "Requirements"). Any nonconformance in all material respects of the final system software deliverable to the Requirements of this Contract shall constitute a "Defect" and shall be considered "Defective." If EPIS Contractor receives notice of a Defect during the Warranty Period, reasonably describing the Defect, including identification of the applicable Requirements not met, then EPIS Contractor shall correct the Defect, at no additional charge.

EPIS Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in EPIS Contractor's industry.

If EPIS Contractor fails to provide the goods or services as warranted, then EPIS Contractor will re-provide the goods or services at no additional charge. If EPIS Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to EPIS Contractor for the Defective goods or services.

To the extent required to satisfy the Warranty Period defined above, the provisions of this Warranty section shall survive the termination of the Contract.

A.38. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by EPIS Contractor under this Contract, including all applications, waves, and any other deliverables. State will be entitled to test all deliverables to determine whether they operate in

accordance with, and otherwise conforms to, the Acceptance Criteria. "Acceptance Criteria" means the criteria by which each deliverable will be evaluated for purposes of determining acceptance by State, which shall include the functional, technical, design and performance characteristics and other requirements specifically set forth or incorporated by reference in this Contract. Contractor will provide (at no additional cost to State) such assistance as State may reasonably require to conduct the acceptance testing. State shall have thirty (30) days following the date a deliverable is received to conduct Acceptance testing, and the State may use its own internal test procedures.

If State determines that a deliverable successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, then State will notify Contractor that State accepts the deliverable ("Acceptance"). If State determines that a deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then State will provide Contractor, within ten (10) days of completion of the testing phase detailed in this Section, with a notice describing the Defect(s). Contractor will have ten (10) business days following the date it receives State's notice of Defect to correct the deliverable, at no additional cost to State. If Contractor delivers a corrected version of the deliverable, then State will be entitled to repeat the testing process. If (through no fault of State) Contractor fails to deliver, within the ten (10) day period, a version of the deliverable that conforms to the Acceptance Criteria, then State may reject the deliverable upon written notice to Contractor, without financial liability or obligation. State shall not be deemed to have accepted a deliverable unless State notifies Contractor that the deliverable has successfully passed the Acceptance testing by providing the Acceptance notice or unless a period of forty (40) days has elapsed since the State received the deliverable without the State providing notice of a Defect. Acceptance of a deliverable shall not constitute a waiver of any rights State may have based on Contractor's warranties.

A.39. Customer Option Fees. The State shall retain responsibility to establish and/or adjust all Customer Option Fees.

A.40. Creative Visioning, Design, and Marketing.

a. The EPIS Contractor shall provide innovative recommendations to the State for integrating new technologies to enhance the online consumer experience. The EPIS Contractor shall also develop innovative applications and encourage the adoption of these applications through effective marketing campaigns. Integrations and new technologies shall be presented to Strategic Technology Solutions and shall require approval of the State.

This is a Fixed-Price Baseline Service and the State shall compensate the vendor for these services in accordance with Contract Section C.3.b.i(1).

b. The EPIS Contractor shall develop and maintain an Annual Innovation Road Map (AIRM), along with accompanying subsidiary strategic and tactical plans. These plans will guide the creative visioning, design, and marketing efforts, and shall be the yardstick against which the State will measure the EPIS Contractor's performance.

This is a Fixed-Price Baseline Service and the State shall compensate the vendor for these services in accordance with Contract Section C.3.b.i(1).

c. If the State is interested in pursuing an initiative described in the AIRM, the State will formally request a **Project Proposal** for this initiative, using the Variable Services Request process described in Contract Section A.13. The State shall compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.iii.

d. **Creative and innovative approaches in the Contractor's proposed initiatives are highly prized by the State. To this end, the State expects that the Contractor shall set aside at least fifteen percent (15%) of the proposed cost for Fixed-Price Baseline Services [EPIS Contract Section C.3.b.i(1)] to be used to fund innovation and creativity.**

A.41. Build vs. Buy for New Application Development.

- a. When the EPIS Contractor is considering its approach to performing new application development, the EPIS Contractor shall make its best efforts to identify the most cost-effective solution. For example, the EPIS Contractor should choose commercial off the shelf (COTS) or pre-built solutions, as long as these are cost effective and do not negatively impact the State infrastructure and support capabilities or limit the State's ability to transfer the Enterprise Portal solution to a different vendor, if necessary, as determined by the State.
- b. In all cases, the EPIS Contractor must obtain the State's written approval of the approach (build vs. buy) prior to the EPIS Contractor beginning work on the proposed new application.
- c. New application development will be requested through the SOW process, and the State's written pre-approval for the Build vs. Buy approach will be handled through the SOW approval process. The State shall compensate the EPIS Contractor for these services in accordance with Contract Section C.3.b.iii.

A.42. Transition for Optional Complex Application Cloud Hosting.

- a. At the State's sole option, the State may request that the EPIS Contractor support hosting of any or all Complex Applications off-premise, with the hosting provider named in the separate EPPH Contract. The EPIS Contractor will perform all tasks necessary to successfully transition the application from the State's On-Premise Hosting platform to the EPPH Contract Hosting provider's platform.
- b. The optional hosting solution should be a Public Cloud or Hybrid based, but will need to interface with various applications in the State's Data Centers. The solution can be either Infrastructure as a Service (IaaS) or Platform as a Service (PaaS).
- c. In the event that the State chooses to invoke the Optional Complex Application Cloud Hosting, the EPIS Contractor shall specify, obtain and administer a cloud hosting environment that meets or exceeds the requirements stated in the EPPH contract and provides equal or greater capabilities to the State legacy hosting environment
- d. The State will compensate the EPIS Contractor for the transition of applications from the State's On-Premise Hosting platform to the EPPH Contract Hosting provider's platform in accordance with Contract Section C.3.b.iv.

A.43. State's Technical Architecture. EPIS Contractor consultants shall provide all services requested through this Contract within the context of the technical environment described in the State's *Enterprise Technology Architecture*. The architecture definition is available under a non-disclosure agreement. See RFQ Attachment P for instructions.

A.44. Non-State Government Participation. This Contract shall provide a model/framework which may be used by non-State government entities, e.g. federal and local government, and higher education institutions (collectively, "Non-State Participants") to enter into their own agreements with the EPIS Contractor for portal services. Such participation shall be subject to the following provisions:

- a. The EPIS Contractor shall agree to extend to Non-State Participants the same pricing and the same, or substantively similar, contractual terms as are available to the State under this Contract.
- b. Non-State Participants must enter into their own agreements with the EPIS Contractor. The State is not a party to these agreements and will have no liability--legal, financial, or otherwise--in the event of any dispute that arises between a Non-State Participant and the EPIS Contractor.

- c. Non-State Participants must provide, or otherwise make arrangements for the provision of, the hosting environments on which to run their portal applications. The State will not host Non-State Participant applications within the State's data center. The EPIS Contractor may host Non-State Participant applications under the EPIS Contractor's own agreements with the Non-State Participants.
- d. The State shall not, in any way, be a party to the financial transactions related to Non-State Participant usage of the State's Enterprise Portal. All such transactions shall be between the Non-State Participants, customers / clients of the Non-State Participants, and the EPIS Contractor. Invoices related to such transactions shall be sent by the EPIS Contractor directly to the Non-State Participants, and the financial reconciliation processes related thereto shall be executed by the EPIS Contractor and the Non-State Participants. Non-State Participants must make their own arrangements with regard to Payment Card Industry Data Security Standard (PCI DSS) compliance and merchant servicer agreements.

A.45. Application Data Ownership and Off-Shore Storage Prohibition. All Enterprise Portal Data shall, at all times and regardless of the location or in-transit nature of the data, remain the exclusive property of the State. The Contractor shall not transfer or store Enterprise Portal Data outside of the continental United States.

A.46. No PCI Data on State Computers or Network. The Contractor shall assure that absolutely no PCI information is stored on State infrastructure. Also, the Contractor shall assure that no PCI information traverses the State's computers or network in an unencrypted form.

A.47. State's Ticketing System.

- a. The State tracks break/fix issues, provisioning requests and system changes in a ticketing system commonly referred to as the ITSM system. The EPIS Contractor shall use the State's standard ITSM System to document and track issues, requests or system changes according to the current ITSM policies.

The State reserves the right to change the ITSM System at any time during the Contract Term, and the State will disclose to the EPIS Contractor if and when these changes will occur.

In the event that the State changes from the current ITSM System to a different ticket tracking system, the State will require the EPIS Contractor to use the new ticket tracking system, at no expense to the State.

- b. The EPIS Contractor shall complete all State ITSM System tickets or requests at no additional charge to the State. There shall be no limit to the number of tickets that the State may initiate for these tasks during the Contract Term.
- c. The State ITSM System will not be used to track SOW-based projects and tasks, as described in Contract Section A.13, unless the SOW includes System Changes, which shall be tracked as specified in this Section A.47.
- d. Updates to and Completion of State ITSM System Tickets.
 - i. State ITSM System information is viewable by the State Organizational Units; therefore, proper and timely communication is mandatory when using the State ITSM System. The EPIS Contractor shall update the work log with status documentation every time a State ITSM System ticket is saved, in order to maintain good communication with the State Organizational Units and STS.
 - ii. The total length of time required to resolve a ticket will be tracked in the State ITSM System, and where applicable, will be used by the State to determine whether Resolution Times and turnaround times are being met. The EPIS Contractor may put tickets into pending status to suspend the tracking time by: 1) selecting a valid pending reason; and

- 2) entering a verifiable justification for the pending status in the work info log. The State will determine allowable Pending reasons and these will be communicated to the EPIS Contractor; any additions or modifications to these predefined pending reasons are at the sole discretion of the State and must be in writing to be effective. In addition, the State has the sole determination as to whether the justification for the pending status, entered into the State ITSM System work info log, is acceptable.
- iii. When the EPIS Contractor completes the ticket, the EPIS Contractor will update the work log. Upon State Organizational Unit confirmation, the EPIS Contractor will resolve the ticket.
- e. The State's Current Ticketing System (ITSM) Requirements.
- i. The State uses an ITSM application for tracking trouble tickets and other system maintenance requests. This system integrates and automates IT service and support. The ITSM provides a shared workflow with a consistent user interface, and a common platform.
- ii. The ITSM software will play a critical role as the key communication link between the State Organizational Units, STS, and the EPIS Contractor. STS uses a full ITSM suite of services that can be accessed through the Internet. The EPIS Contractor will be required to utilize the State's ITSM system for full integration of service desk operations and ticketing system.
- iii. The EPIS Contractor will require named-user licenses to access the ITSM System. The EPIS Contractor shall compensate the State for all named user ITSM licenses sufficient for the EPIS Contractor to meet the required SLAs. Each person using the ITSM system is required to have a unique user license; sharing of licenses is a violation of State Policy and is not allowed.
- iv. Access to the ITSM System is through user logon credentials, but is accessible through the internet. Access to the data is only through the reporting functionality of the system and the contractor will not have direct access to the database.

A.48. Non Pre-Priced Items.

- a. During the course of this Contract, the State may request that the EPIS Contractor update the Contract product or service offerings with additional products or services, otherwise known as "Non-Prepriced Items" or "NPIs." The NPIs shall be within the general scope of services. The State shall provide the EPIS Contractor with a written description of the NPI, and the Contractor shall submit a price to the State for the NPI.
- b. The State requires that the pricing offered to the State for NPIs be competitive with pricing offered to the market in general. The EPIS Contractor must provide detailed documentation to the State to substantiate the proposed cost(s). This documentation may be in the form of invoices to the vendor, records of employment costs, component costs, or other documentation that clearly and specifically verifies the cost of the input resources to the EPIS Contractor.
- c. For any input resource that is a component of an NPI, or for the NPI itself, the State shall have the option to require the EPIS Contractor to obtain three (3) bids for the NPI(s) in question. If the State invokes this option, the EPIS Contractor must incorporate the NPI(s) with the lowest bid price into its NPI proposed cost. In this event, the EPIS Contractor will provide to the State records of the bid process to substantiate that the lowest bid price(s) were used.
- d. If the State and EPIS Contractor reach an agreement regarding the NPI(s) and the cost(s) associated with the addition, the State will add the new NPI(s) to the Contract, through the Contract amendment process. Such amendments shall be signed by the EPIS Contractor

and the head of the procuring State Organizational Unit and approved by other State officials as required by State Laws and Regulations. The EPIS Contractor shall not commence additional work until the State has issued a written Contract amendment and secured all required approvals.

- e. All EPIS Contractor, Supplier, or Subcontractor pricing information used in determining the price(s) for NPIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

A.49. In the event that the State awards a subsequent EPIS Contract, the State will incorporate into the subsequent EPIS Contract invoicing language that is the same as, or similar to, the billing/invoicing language that appears in the current EPIS Contract, Section C.5. In the event that there is no subsequent EPIS Contract and the State decides to perform the ongoing integration services itself, the EPPH Contractor will invoice the State in accordance with the billing/invoicing provisions of the EPPH Contract, Section C.5.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on June 2, 2016 (“Effective Date”) and extend for a period of sixty (60) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A. If a specific section in Contract Section A does not overtly specify how the State will compensate the Contractor for the service in question, the Contractor shall assume that the State will not compensate the Contractor separately for these services.

b. The Contractor shall be compensated based upon the following payment methodologies:

i. Baseline Services.

(1) Fixed-Price Baseline Services. The Contractor shall invoice the State no more often than monthly, using the following fee amounts:

Goods or Services Description	Amount (per compensable increment)
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	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Fixed-Price Baseline Services [EPIS Contract Sections A.7.a, A.28.a, A.40.a, and A.40.b]	\$ Number per Month				

(2) Allotted-Hours Baseline Services. The Contractor shall invoice the State no more often than monthly, using the following fee amounts:

Goods or Services Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Allotted-Hours Baseline Services [EPIS Contract Sections A.7.b and A.28.b.ii]	\$ Number per Month for Allotted Hours				

- (a) The allotted number of hours for Allotted-Hours Baseline Services in a given month is One Thousand, Five Hundred (1,500). The EPIS Contractor shall invoice the State for the allotted hours, in arrears, following the completion of the invoice month in question. The State and the Contractor will mutually determine (with the State having the right of final determination) how best to use these hours in any given month. In the event of unused hours in a given month, the EPIS Contractor shall roll these hours into the subsequent month, and these shall be added to the State's standard monthly allotment for that month.
- (b) The EPIS Contractor shall maintain precise documentation of the hours used, and this shall be provided to the State along with each monthly invoice, as support for itemized invoice line items. In the event that the Contractor works any hours in excess of the State's monthly allotment (plus any hours rolled forward from previous months), the State will pay the Contractor for the overage using the Variable Services process.
- (c) The State's intent is that the Contractor will, as soon as possible after the Contract Start Date, assume Maintenance and Support responsibilities for all active Simple and Complex applications. At any time during the Contract Term, the State retains the right, in accordance with Contract Section E.8, to assume the Maintenance and Support role for some or all applications.

ii. **Transition-In Project**. The Contractor shall invoice the State no more often than monthly, using the following fee amounts:

Cost Item Description	Proposed Cost (per compensable increment)
Establish Management/Governance [EPIS Contract Section A.8.a]	\$ Number Each
Perform Project Management for Transition-In Project [EPIS Contract Section A.8.b]	\$ Number Each
Transition Maintenance and Support of Complex Applications	\$ Number per Application

[EPIS Contract Section A.8.c]	
Oversee the Installation and Configuration of the New EPP/CMS [EPIS Contract Section A.8.d]	\$ Number Each
Migrate Simple Applications to the EPP/CMS [EPIS Contract Section A.8.e]	\$ Number per Application
Transition TN.GOV External Websites (Internet) to the EPP/CMS [EPIS Contract Section A.8.f]	\$ Number Each
Transition KidCentral Website from Proprietary CMS to the New EPP/CMS [EPIS Contract Section A.8.g]	\$ Number Each
Develop the Internal Website Environment and Transition the Content of the State Internal Websites (Intranet) to the EPP/CMS [EPIS Contract Section A.8.h]	\$ Number Each
Design, Create, and Conduct EPP/CMS Training [EPIS Contract Sections A.8.i]	\$ Number Each
Provide Tier 2 Support and Knowledge Transfer/Mentoring. [EPIS Contract Section A.8.j]	\$ Number per Month

- (1) The State will compensate the EPIS Contractor for each item above listed as “Each” upon successful completion, and State’s written approval, of all work associated with the service in question.
- (2) The State intends to transition maintenance and support of Complex Applications in waves. Since the exact order and composition of the waves is unknown as of the Contract Start Date, the State will compensate the contractor using the Transition Maintenance and Support of Complex Applications (“Transition Support”) fee detailed in the table above.
- (3) Upon completing all services related to Transition Maintenance and Support of a given Complex Application and upon receiving written State approval of the successful transition, the Contractor may invoice the State for the transition of that application, in accordance with the Transition Maintenance and Support of Complex Applications fee listed in the table above.
- (4) The monthly fee for “Provide Tier 2 Support . . .” in the Table above is a temporary fee, which will be discontinued at the end of the Transition-In Project, or six (6) months from the Contract Start Date, whichever is earlier; the State will assume Tier 2 Support at this time.

iii. **Variable Services Hourly Rates [Contract Sections A.6, A.7.a.ii(5)(a), A.7.a.viii(1), A.7.b.iv(1), A.7.b.iv(2)(c), A.12, A.13, A.15, A.27, A.28.b.i, A.28.c, A.36, A.40.c, and A.41].** The Contractor shall invoice the State no more often than monthly, using the following fee amounts:

Goods or Services Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Solutions Design					
Community Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Web Designer	\$ Number	\$ Number	\$ Number	\$ Number	\$ Number

Goods or Services Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
	per Hour	per Hour	per Hour	per Hour	per Hour
User Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Enterprise Architect	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Information Architect	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Business Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
User Analytics Specialist	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Applications Security Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Solutions Development					
Web Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Database Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Programmer Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Content Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
User Interface (UI) Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Multimedia Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Operations					
System Administrator	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Database Administrator	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Usability Specialist	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Content Strategist	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Content Designer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Service Desk Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour

Goods or Services Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Technical Trainer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Technical Writing Specialist	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Junior Project Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Senior Project Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Business Process Improvement Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Business Process Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Security Infrastructure and Operations Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Technical QA					
Quality Assurance Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Quality Assurance Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Quality Assurance (QA) Tester	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Platform Architecture and Development					
Junior Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Senior Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Interaction Architect (Interaction Designer or Human Interaction Engineer)	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Web Architect	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Application Integration (AI) Specialist	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Business Requirements Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.					

(1) The hourly rates shall apply regardless of the day or time the work is performed.

- (2) The EPIS Contractor shall be compensated for Variable Services requested and performed pursuant to EPIS Contract Sections A.6, A.7.a.viii(1), A.7.b.iv(1), A.7.b.iv(2)(c), A.12, A.13, A.15, A.27, A.28.b.i, A.28.c, A.36, A.40.c, and A.41 without a formal amendment of this Contract based upon the payment rates detailed in the schedule above and as agreed pursuant to EPIS Contract Section A.13, PROVIDED THAT compensation to the EPIS Contractor for such “Variable Services Request” work shall not exceed \$6,354,568 in aggregate. If, at any point during the Term, the State determines that the cost of necessary “Variable Services Request” work would exceed the maximum amount, the State may amend this Contract to address the need.

iv. Transition for Optional Complex Application Cloud Hosting [Contract Section A.42]. The Contractor shall invoice the State no more often than monthly, using the following fee amounts:

Goods or Services Description	Amount (per compensable increment)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Transition Single Complex Application to EPPH Contractor Hosting [EPIS Contract Section A.42]	\$ Number per Application	\$ Number per Application	\$ Number per Application	\$ Number per Application	\$ Number per Application

- (1) The Transition Single Complex Application fee above shall include all costs to successfully transfer a Complex Application to the EPPH Contractor Hosting platform. This is a one-time cost per application.

- (2) The State shall have the option to transition and host any or all of the Complex Applications on the EPPH Contractor’s Cloud Platform.

- v. Some Contract Section A, Scope of Services sections specify how compensation will be made to the Contractor, while some are silent on the compensation method. In the event a given Scope of Services section is silent on compensation, the Contractor shall NOT assume that it will be able to charge the State separately for such services. If a scope of services section is silent as to compensation method, the Contractor shall assume that any cost for such services must be built into other named compensation methods, excluding Variable Services; the Contractor shall not bill the State for such services using Variable Services.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tommie Pendergrass | Director
 STS Technology Financial Management
 901 5th Avenue North
 Nashville, TN 37243
 p. 615-532-3918

- a. Some State Departments have statutory authority to collect Customer Option Fees. These are additional fees assessed for the convenience of using a web-based application to obtain and pay for services, rather than going through an alternative channel, such as mail or a physical visit to a State office.

All transactions processed through the Enterprise Portal will be settled by the State's Merchant Servicer. The State's Merchant Servicer will split the amount settled into at least two separate components: (1) the principal amount for the service; and (2) the Customer Option Fee.

The principal amount will always be settled to a State of Tennessee held bank account. The Customer Option Fee will, for certain designated applications, be required to be settled to a State-held bank account, and for other designated applications, be required to be settled to a Contractor-held bank account. The State will at the start of the contract term identify by application the Customer Option fees to be settled to the Contractor-held bank account and those to be settled to the State-held bank account. The State may choose to modify the list of applications with associated Customer Option Fees required to be settled to the Contractor-held bank account or the State-held bank account upon fifteen (15) days' notice to the Contractor at any point during the Contract term.

The Contractor must have the banking relationships, infrastructure, software, and reporting capabilities to accommodate the settlement of Customer Option Fees to both a State or Contractor held bank account as designated for the applications.

- i. With regard to the Customer Option Fees settled to a Contractor-held bank account:

- (1) Customer Option Fees will be collected by the State Merchant Servicer when transactions are settled and deposited in a Contractor held bank account. For purposes of this discussion this account is referred to as the "Portal Fee Credit Account." The Contractor is required to keep a separate and detailed accounting of amounts deposited to and paid from this account.
- (2) Each month there is a total expense to the Contractor to service the State's portal. This is the amount for which the Contractor will invoice the State. The State shall review the submitted invoice and, if the State approves the itemized charges, the State shall authorize the Contractor, in writing, to pay the invoice from the Portal Fee Credit Account.
- (3) Following payment, if a balance remains in the Portal Fee Credit Account this balance will be held for sole use in paying, upon the written direction of the State, future contractor invoices to the State for services rendered under this contract.
- (4) If the balance in the Portal Fee Account is not sufficient to cover the balance of an invoice specifically authorized by the State to be paid from such account, a payment against the invoice will be made by the Contractor for the balance in the account and the State will separately compensate the Contractor the remaining balance due on the invoice.
- (5) Upon Contract Termination, any amount remaining in the Portal Fee Credit Account will be retained by the Contractor.

- ii. With regard to the Customer Option Fees settled to a State-held bank account:

- (1) Customer Option Fees will be collected by the State Merchant Servicer when transactions are settled and deposited in a State-held bank account.
- (2) Each month there is a total expense to the Contractor to service the State's portal. This is the amount for which the Contractor will invoice the State. The State shall

review the submitted invoice and, if the State approves the itemized charges, the State shall compensate the Contractor for the amount of the invoice.

- iii. The EPIS Contractor shall be responsible for combining all charges to the State under both the EPIS Contract and the EPPH Contract, to create a consolidated Portal Services invoice. The EPPH Contractor(s) shall not invoice the State directly. As long as the EPIS Contract remains in place, the State shall only receive invoices from the EPIS Contractor.

In the event that the EPIS Contract is terminated and the EPPH Contract remains in place, the EPPH Contractor shall invoice the State in accordance with the billing/invoicing provisions of that Contract.

- b. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - i. Invoice number (assigned by the Contractor);
 - ii. Invoice date;
 - iii. Contract number (assigned by the State);
 - iv. Customer account name: Department of Finance and Administration, Strategic Technology Solutions;
 - v. Customer account number (assigned by the Contractor to the above-referenced Customer);
 - vi. Contractor name;
 - vii. Contractor Tennessee Edison registration ID number;
 - viii. Contractor contact for invoice questions (name, phone, or email);
 - ix. Contractor remittance address;
 - x. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - xi. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - xii. Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - xiii. Amount due for each compensable unit of good or service; and
 - xiv. Total amount due for the invoice period.
- c. Contractor's invoices shall:
 - i. Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - ii. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - iii. Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - iv. Include shipping or delivery charges only as authorized in this Contract.
- d. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- e. If at any time the Contractor is unable to submit accurate invoice information in the required format, Billing Services may, at its sole option, refuse payment of the Contractor's invoice, or may delay payments without penalty.
 - f. At the end of the State fiscal year (June 30) all invoices must be submitted in a timely manner in order to process payment(s) by the State's cut off dates. Any invoices submitted to the State later than May 1 are subject to payment delays.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").
- a. The Contractor shall complete, sign, and present to the State:
 - (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card.
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as

stated below or any other address provided in writing by a Party.

The State:

State Contact Name & Title
State Organizational Unit Name
Address
Email Address
Telephone # Number
FAX # Number

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor

shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or

regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all third party claims,

liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person duly authorized by the Contractor to act for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

If not prohibited by local law, Contractor shall be subrogated to the rights of the State with respect to the claims to which such indemnification relates upon fulfillment of Contractor's indemnification obligations.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. RFQ # 31701-03136, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract;
 - f. the Enterprise Portal Information Repository (EPIR), which may be amended from time to time; and,
 - g. the Contractor's response seeking this Contract.
- D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to

reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- i. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- ii. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- i. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - (1) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

- (2) In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
 - ii. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - (1) The Contractor employees fewer than five (5) employees;
 - (2) The Contractor is a sole proprietor;
 - (3) The Contractor is in the construction business or trades with no employees;
 - (4) The Contractor is in the coal mining industry with no employees;
 - (5) The Contractor is a state or local government; or
 - (6) The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Professional Liability Insurance
 - i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
 - ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
 - iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3 Ownership of Software and Work Products.

- a. Definitions.

- (1) "Contractor-Owned Materials," shall mean commercially available software, tools, materials, information and methodologies, the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Materials shall at all times remain with Contractor, subject to any license granted under this Contract. The State shall acquire no right, title or interest in or to such Contractor-Owned Materials EXCEPT the Contractor grants or shall cause to be granted to the State a nonexclusive, perpetual, unlimited, and non-transferable license to install, execute, use, copy and distribute internally, solely for the State's internal purposes, any Contractor-Owned Materials and Licensed Software reasonably associated with any Work Product provided under the Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State or funded by either or both State or Federally funded contracts, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State and/or Federal government as appropriate. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation Number 31701-03136 (RFQ Attachment B, Item B.15) and resulting in this Contract. See also Contract Attachment 8.

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

E.7. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.8. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to

withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.9. Security and Standards-Compliance Requirements.

- a. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no-cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- b. Payment Processing Security. With regard to all activities related to Payment Processing, the Contractor shall report any suspected or confirmed security/privacy breach of the payment processing applications or related database to the State Portal Manager and State Information Security Officer. The Contractor shall isolate all electronic records and supporting evidence of a suspected or confirmed security/privacy breach of the PPE, transactions or related databases. The Contractor will cooperate with and assist the State in any subsequent investigation.
- c. Payment Card Industry Data Security Standard (PCI). The Contractor shall be a Payment Card Industry (PCI) Data Security Standard (DSS) Compliant Service Provider and annually

provide the State with a copy of its revalidation PCI DSS (or its successor) Compliance Letter and annual Report on Compliance (ROC). The Contractor shall also provide the State with copies of quarterly network scans performed by an Approved Scan Vendor (ASV). The Contractor shall provide the documentation within thirty (30) calendar days of its receipt from the card associations or vendor. The documentation shall be provided to the State.

- d. Security Audit. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: https://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the State and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

- e. CLOUD (CSP – Cloud Service Provider). If vendor is providing a cloud service (CSP), they are required to meet all the security controls stated in the Tennessee Enterprise Information Policy, along with being FedRAMP, ISO27001, or SOC-2 Type 2 certified, and present proof to the State on an annual basis that they have maintained such certification. In addition to these requirements, the State of Tennessee will also require that **no data** will reside outside of the Continental United States.
- f. Security Standards and Regulatory Compliance. The Contractor shall assure that the External (Internet) and Internal (Intranet) environment content and applications are compliant with applicable standards, laws, and regulation (see below):
- i. Federal Information Security Management Act (FISMA)
 - ii. Federal Risk and Authorization Management Program (FedRAMP); **OR**
ISO27001; **OR**
SOC-2 Type 2
The EPIS Contractor shall provide annual written proof of certification in one or more of the above.
 - iii. Compliant with NIST Special Publication 800-53, Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations (as amended).
 - iv. Family Educational Rights and Privacy Act (FERPA).

- v. IRS Publication 1075 *Tax information Security Guidelines For Federal, State and Local Agencies* (October 2014 or later). For additional compliance requirements, see Contract Attachment 9.
- viii. Payment Card Industry Data Security Standard (PCI DSS) v 3.1 or later. The EPIS Contractor shall provide annual written proof of certification of PCI compliance.
- ix. Health Insurance Portability & Accountability Act (HIPAA); see contract D.20.
- x. Health Information Technology for Economic and Clinical Health (HITECH); see contract D.20.
- xi. Children's Online Privacy Protection Act (COPPA).
- xii. Automated Clearing House (ACH), Electronic Funds Transfer (EFT).
- xiii. Personally Identifiable Information (PII); see contract E.9.a.

The Contractor shall make relevant audit or certification reports available for State review upon request.

As additional State and Federal Security and Regulatory requirements are imposed, the Contractor shall ensure that the environment content and applications are kept up to date with the emerging requirements.

- g. The Contractor must ensure that all confidential data is encrypted while at rest and in transit.

E.10. Liquidated Damages. If the Transition Deadline is not met as set forth in EPIS **Section A.10**, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in **Section A.10** and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY MARTIN, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

EPIS Service Level Agreements & Key Performance Indicators

2.1 General

- a. Service Level Agreement Categories. The Enterprise Portal Contract is a performance-based contract that will be conducted per Service Level Agreements (SLAs). SLA categories include:
 - i. Daily Operations Service Level Agreements - Consists of the following categories:
 - Complex Application Uptime – Daily Operations
 - Complex Application Performance – Daily Operations
 - Ticket Resolution: Priority 1
 - Disaster Recovery Response
 - ii. Variable Services – Project Delivery Service Level Agreements (SLAs) - Consists of the following categories:
 - Project Completion Date Slippage
 - Complex Application Acceptance
 - iii. Key Performance Indicators – Consists of the following categories:
 - Customer Satisfaction Surveys – Enterprise Portal Help Desk
 - Customer Satisfaction Surveys – Enterprise Portal Usability
 - Ticket Resolution: Priority 2 and 3
 - Customer Satisfaction Surveys – Variable Services and Baseline Services
 - Updates to Project Management Documentation
- b. Exemption to SLAs. The Contractor shall not be responsible for any SLA during the time of any delays or failures caused by the State, its agencies, employees, infrastructure, systems, databases or third party providers, force majeure events (including, without limitation, acts of God, natural disaster, war, flood, famine, and other causes outside of the Contractor’s control). The Contractor will ask for these exemptions to the SLA from the State Portal Manager at least ninety-six (96) hours after the start of any State based delays. In addition, scheduled and emergency maintenance shall be excluded from any SLA calculation, provided that, in the instance of scheduled maintenance, the Contractor provides the State Portal Manager at least ninety-six (96) hours prior notice.
- c. Adjustment to SLAs. Requests of the State to prioritize or provide emergency services may affect the Contractor's ability to meet SLAs; the parties will equitably adjust the SLAs by mutual agreement in such event and documented in a Memorandum of Understanding (MOU). Problems arising from end user systems and end user errors are not included in the Contractor's SLAs.
- d. Quarterly Review. The State and the Contractor agree to review all SLAs and Performance Level Measurements quarterly to evaluate SLAs and Measurements for reasonableness. Changes to SLAs and Measurements will be agreed to and documented in a MOU.
- e. Rounding of SLA Measurements. All SLA measurements will be rounded to the nearest tenth.
- f. Surveys: For all Survey category areas, the Contractor will develop these surveys for all relevant categories prior to the contract commencement. These survey questions and services will be reviewed and approved by the Portal Manager.
 - i. The surveys which will be developed include project delivery surveys for each major milestone of project delivery for a particular project. Survey Monkey or a similar service will be used and the deliverables should be for this requirement and survey questions must be compatible with the service used. The Contractor will be responsible for setting up and administering the survey service.

- ii. Survey for support delivery will be conducted via the existing ITSM survey service. The Contractor will develop the survey questions.
- g. Project Cancellation: The State has the ability to cancel a project without penalty or payment requirement for projects that receive an unsatisfactory rating.

2.2 Daily Operations Service Level Agreements

a. **Complex Application Availability – Daily Operations**

- i. General Description. Complex Application availability will be measured on a 7x24x365 basis. Scheduled maintenance requiring downtime will be excluded, but noted on all reporting. This SLA is limited to application availability only. To be counted, a service interruption must be due to a fault or defect in the application or its configuration. The EPIS Contractor will be responsible for locating the fault or defect and repairing it or showing to the State's satisfaction that it is not countable.
- ii. Acceptable Response. An acceptable response is that every application runs without interruption for the target availability service level.
- iii. Service Level Agreement and Dependency. This SLA is dependent on accurate tracking of Complex Application unscheduled downtime and determination that the downtime is due to an application fault or defect in the application code or configuration.
- iv. Performance Level Measurement. The Performance Level Measurement is the amount (duration) of unscheduled application downtime beyond the SLA allowance of one percent. The allowance is calculated as 1% of (days in month * minutes per day – scheduled minutes down per month). Actual downtime is tracked during the month. Actual downtime greater than the allowance is accumulated at the end of the month. This sum is rounded to the nearest one-half hour and becomes the Service Level Unit Credit.
- v. Service Level Unit (Credit or Debit). Service Level Units are calculated in increments of one-half hour. Each Service Level Unit Credit increases the Baseline Services allotted hours for the following month.
- vi. Availability Scorecard Ranges

Metric	Acceptable	Unacceptable
Complex Application downtime (per application), minutes per month	No more than 1% of total minutes per month less scheduled downtime	More than 1% of total minutes per month less scheduled downtime
Adjustment to monthly Baseline Services allotted hours	0	Increases following month's Baseline Services allotted hours.

- vii. Reporting Interval. The reporting interval will be monthly. All application outages during the month will be reported along with the date and time the outage began and the date and time the application was restored to service.
- viii. Measurement Interval. The measurement interval will be continuous.

b. Complex Application Performance – Daily Operations

- i. General Description. Complex Application Performance will be measured on a 7x24x365 basis.
- ii. Acceptable Response. Complex Applications shall issue a response to any request within seven (7) seconds of receiving the request. Queries returning a large result set may either return a subset of the results or a notification to the user that the application is processing to meet the acceptable response.
- iii. Service Level Agreement and Dependency. The EPIS Contractor may request an exemption to this SLA on a case-by-case (individual Complex Application) basis. Granting such an exemption is at the State's sole discretion.
- iv. Performance Level Measurement. Performance measurement will take place at the Complex Application host network connection. The intent is to isolate the Complex Application from external factors such as network latency and client processing of the response. The measurement is the duration of the event in minutes, beginning with discovery of unacceptable performance and continuing until acceptable performance is demonstrated.
- v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit) increases the Baseline Services allotted hours by an amount relative to the duration of the event. Service Level Credit Units (if any) are to be treated as unused allotted hours and credited to the following month's Baseline Services allotment.
- vi. Performance Scorecard Ranges

Metric	Acceptable	Unacceptable
Complex Application Performance	Seven (7) second or less response time	More than seven (7) second response time
Credit portion of monthly Baseline Services allotted hours adjustment	0	Duration of the event (rounded to nearest one-half hour)

- vii. Reporting Interval. The reporting interval for financial impacts will be monthly. The report will include each underperforming application, the date and time underperformance was detected, the actual performance level, and the date and time the return to acceptable performance was demonstrated.
- viii. Measurement Interval. The measurement interval will be continuous.

c. Ticket Resolution: Priority 1

- i. General Description. This SLA addresses the resolution of Priority 1 (Critical) Portal Help Desk tickets. Priority 1 – Very High Priority Critical Issue; Business Halted; Critical component(s) / functionality down; multiple users affected; no work around exists.
- ii. Acceptable Response. As specified in Contract Attachment 7, Customer Service Roles and Responsibilities.
- iii. Service Level Agreement and Dependency. This SLA is dependent upon the use of the State's IT Service Desk system to capture Enterprise Portal Help Desk Tickets and track assignment to the

Contractor’s Support Help Desk and resolution by the Contractor.

- iv. Performance Level Measurement. The Contractor will resolve at least ninety percent (90%) of all assigned Priority 1 Help Desk tickets as specified in Contract Attachment 7, Customer Service Roles and Responsibilities, bringing to bear all reasonable resources. **During STS Business Hours: 7:30AM to 4:30 PM CST.** The compliance metric is calculated as the number of resolutions meeting the response specifications divided by the total number of assigned tickets for the reporting month.
- v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit) is a cost reduction of the Allotted-Hours Baseline Services invoice line item for any month in which the SLA is not met. The Credit amount is the actual percentage difference between the acceptable and actual ticket resolution performance. For example, a month in which only 85% of the tickets were resolved according to specifications, the invoice cost reduction will be 5%.
- vi. Service Level Scorecard Ranges

Metric	Acceptable	Unacceptable
Ticket Resolution by Priority 1	90% or greater	Less than 90%
Cost Reduction of the Allotted-Hours Baseline Services invoice line item		Actual percentage difference below acceptable.

- vii. Reporting Interval. The reporting interval will be monthly. The report will list all Priority 1 tickets assigned to the contractor, the date and time of assignment, the date and time of resolution, and indicate whether the response met the requirements in Contract Attachment 7, Customer Service Roles and Responsibilities or not. The report will calculate the compliance metric for the reporting period.
 - viii. Measurement Interval. The measurement interval will be monthly. Cost Reductions (if any) will be assessed for the billing cycle following reporting of failure to meet this SLA.
- d. Disaster Recovery Response
- i. General Description. This SLA provides accountability for meeting the contractual recovery objectives when recovering from an actual disaster/service outage.
 - ii. Acceptable Response. The contractual recovery objectives are: Recovery Time Objective <= one (1) hour; Recovery Point Objective <= fifteen (15) minutes.
 - iii. Service Level Agreement and Dependency. No modifications or dependencies will be allowed.
 - iv. Performance Level Measurement. Measurement will be calculated in hours. Recovery durations less than an hour will be rounded up to a full hour for the scorecard.
 - v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit) is Cost Reduction of the Total Baseline Services Invoice in hours for each hour or part of an hour recovery takes beyond the RTO. Service Level Credit Units assessed (if any) will be assessed in the next billing cycle.
 - vi. Performance Scorecard Ranges

Disaster Recovery Capability	Acceptable	Unacceptable
Disaster Recovery Response (EPP/CMS and Simple Applications)	RPO <= 15 min. RTO <= 1 hour	Actual RP prior to RPO (more than 15 min. of data not recovered) Actual RT beyond RTO
Disaster Recovery Response: Complex Applications, cloud hosted (off-premise)	RPO <= 15 min. RTO <= 4 hours	Actual RP prior to RPO (more than 15 min. of data not recovered) Actual RT beyond RTO
Disaster Recovery Response: Complex Applications, State hosted (on-premise)	RPO <= 15 min. RTO <= 16 hours, exclusive of State infrastructure recovery time.	Actual RP prior to RPO (more than 15 min. of data not recovered) Actual RT beyond RTO
Cost Reduction of Variable Services invoice for Disaster Recovery Response	0	Actual hours or parts of hours beyond/prior to objectives

vii. Reporting Interval. The reporting interval will be monthly. The report should be produced only for months in which an outage event occurs. The report will include each disaster/outage event, the date and time it began and was resolved, the outage duration, and difference between objectives and actuals.

viii. Measurement Interval. The measurement interval will be monthly.

2.3 Variable Services – Project Delivery SLAs

a. Project Completion Date Slippage.

- i. General Description. This SLA addresses the delivery of Variable Services projects by the agreed upon delivery date in the Statement of Work (SOW).
- ii. Acceptable Response. The completion date stated in Variable Services projects SOWs may slip no more than 10% over the life of the project, provided all other participants (e.g., STS, State Organizational Units, third party contractors, users and other service providers) have met all agreed upon commitments.
- iii. Service Level Agreement and Dependency. Approved schedules may be adjusted by agreement between State and the Contractor. It is the EPIS Contractor's sole responsibility to manage project slippage in compliance with this SLA. The State may approve a proposed non-compliant slippage if it deems such as being in the overall best interest of the State. The State has no responsibility or accountability for non-compliance in such a case and will enforce the SLA.
- iv. Performance Level Measurement. The Performance Level Measurement is the percentage of cumulative slippage from the original agreed upon and baselined completion date for the project as documented in the SOW. Project internal slippage that is compensated for so that the completion

date does not slip is not countable for (is exempt from) this SLA. Slippage caused by a third party's failure to meet documented commitments will be exempt with the State's approval.

- v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit) is a reduction in the original project cost agreed to in the SOW - based on the severity of the slip.
- vi. Service Level Scorecard Ranges

	Acceptable	Unacceptable
Project Completion Date Slippage	0% - 10%	Additional slippage beyond 10%
Project Cost (SOW price) Reduction	No reduction	10% reduction for each 10% additional slippage

- vii. Reporting Interval. Actual slippage will be reported via project status reports.
- viii. Measurement Interval. The measurement interval will be monthly. Cost Reductions (if any) will be withheld from the next SOW payment.

b. Complex Application Acceptance

- i. General Description. Each Statement of Work (SOW) will identify a set of acceptance criteria for the application to be evaluated by State acceptance testing. The Service Level will be determined by the number of acceptance testing cycles needed to accept the application. Test cycles after the first will include regression testing of previously discovered faults.
- ii. Acceptable Response. The application will achieve acceptability (meet all acceptance criteria) in three (3) or fewer acceptance test cycles.
- iii. Service Level Agreement and Dependency. The State may increase the number of acceptance test cycles allowed to achieve acceptability in unusual cases and at its sole discretion.
- iv. Performance Level Measurement. Measurement is pass/fail at the end of each acceptance test cycle.
- v. Service Level Units (Credit). Each Service Level Unit (Credit) is a reduction in the original project cost agreed to in the SOW for each acceptance test cycle beyond the acceptable response. Cost reductions, if any, will be assessed at the SOW final payment.
- vi. Service Level Scorecard Ranges

	Acceptable	Unacceptable
Complex Application Acceptance	No more than three (3) acceptance test cycles	More than three (3) acceptance test cycles
Project Cost (SOW price) Reduction	No reduction	10% reduction for each additional cycle

- vii. Reporting Interval. The reporting interval (pass/fail) will be per acceptance test cycle.
- viii. Measurement Interval. The measurement interval will be throughout acceptance testing.

2.4 Key Performance Indicators Overview

The following Sections set forth definitions of the Key Performance Indicators (KPI). Definitions, measurement techniques, and values of the Expected Service Levels and Measurement Windows associated with such Service Levels are set forth below. There is no compensation to the State associated with these KPI's but these are important to the State's business. They are therefore measured and should be improved. The State reserves the right to promote a KPI to an SLA (and collect compensation as required) if needed performance improvements are not forthcoming.

2.5 Key Performance Indicators

a. Customer Satisfaction Surveys – Enterprise Portal Help Desk

- i. General Description. Each time a customer uses the Enterprise Portal Help Desk they will be asked to complete a short web-based survey. The survey will verify the accuracy of closure information and gauge satisfaction with the support provided.
- ii. Acceptable Response. The EPIS Contractor's Enterprise Portal Help Desk service will receive an overall rating of "Good" or higher for 95% of the surveys submitted during the reporting period.
- iii. Service Level Agreement and Dependency. This KPI is dependent upon the use of the State's IT Service Desk system to capture Enterprise Portal Help Desk Tickets and track assignment to the Contractor's Support Help Desk and resolution by the Contractor.
- iv. Performance Level Measurement. The survey will include a small number of questions with numeric rating answers. The rating range is: 0 – Not Satisfied, 1 – Satisfied, 2 – Very Satisfied. The overall (survey-level) rating will be calculated as the sum of ratings for questions answered divided by the number of questions answered, rounded to a whole number. The survey also will include comment fields for each question to allow respondents to give feedback about their rating.
- v. Customer Satisfaction Survey Results Reporting. The raw survey data will be sent directly from the web-based survey engine to the State's Portal Manager. The State Portal Manager will also be afforded direct access to the online survey statistics that have been accumulated. The Contractor will analyze the customer satisfaction data and include the survey results, data trending and corrective and recommended actions in the monthly report to the PAC (see Contract Section A.19.c – Monthly Status Report for the Portal Advisory Committee).
- vi. Measurement Interval. Event-based, at time of service.

b. Customer Satisfaction Surveys – Enterprise Portal Usability

- i. General Description. State of Tennessee Enterprise Portal visitors/users will be selected randomly and asked to complete a short web-based survey. The survey will rate the overall functionality, features and usability of the State of Tennessee Enterprise Portal.
- ii. Acceptable Response. The State of Tennessee Enterprise Portal will receive an overall rating of "Good" or higher for 95% of the surveys submitted during the reporting period.
- iii. Service Level Agreement and Dependency. Statistical significance (and the need to take action) depends on an adequate sample size of submitted surveys. The visitor/user selection process will need to account for less than 100% acceptance of the survey offer.

- iv. Performance Level Measurement. The survey will include a small number of questions with numeric rating answers. The rating range is: 0 – Not Satisfied, 1 – Satisfied, 2 – Very Satisfied. The overall (survey-level) rating will be calculated as the sum of ratings for questions answered divided by the number of questions answered, rounded to a whole number.
 - v. The survey will include comment fields for each question to allow respondents to give feedback about their rating. Respondents will have the capability to provide general comments regarding the State of Tennessee Portal. How can we improve the Portal? What additional functionality and features would they like to see added? Respondents will have the capability to provide any other comments they would like to provide regarding the State of Tennessee Portal.
 - vi. Customer Satisfaction Survey Results Reporting. The raw survey data will be sent directly from the web-based survey engine to the State's Portal Manager. The State Portal Manager will also be afforded direct access to the online survey statistics that have been accumulated. The Contractor will analyze the customer satisfaction data and include the survey results, data trending and corrective and recommended actions in the monthly report to the PAC (see Contract Section A.19.c – Monthly Status Report for the Portal Advisory Committee).
 - vii. Measurement Interval. Event-based, at time of visit.
- c. Ticket Resolution: Priority 2 and 3
- i. General Description. This KPI addresses the resolution of Portal Help Desk tickets by assigned priority for Priority 2 and Priority 3 only.
 - Priority 2 – High Priority Critical Issue; Business Impacted; Critical component(s) / functionality degraded; multiple or single user affected; no work around exists. The EPIS Contractor shall respond to these tickets as specified in Contract Attachment 7, Customer Service Roles and Responsibilities, bringing to bear all reasonable resources. **During STS Business Hours: 7:30AM to 4:30 PM CST**
 - Priority 3 – Medium Priority Non-critical Issue; Multiple, non-critical component(s) / functionality down or degraded; multiple or single users affected; work-around exists. The EPIS Contractor shall respond to these tickets as specified in Contract Attachment 7, Customer Service Roles and Responsibilities, bringing to bear all reasonable resources. **During STS Business Hours: 7:30AM to 4:30 PM CST**
 - ii. Acceptable Response. As specified in Contract Attachment 7, Customer Service Roles and Responsibilities.
 - iii. Service Level Agreement and Dependency. This KPI is dependent upon the use of the State's IT Service Desk system to capture Enterprise Portal Help Desk Tickets and track assignment to the Contractor's Support Help Desk and resolution by the Contractor.
 - iv. Performance Level Measurement. The Contractor will resolve at least ninety percent (90%) of all assigned Help Desk tickets as specified in Contract Attachment 7, Customer Service Roles and Responsibilities, bringing to bear all reasonable resources. During STS Business Hours: 7:30AM to 4:30 PM CST. The compliance metric is calculated for each priority as the number of resolutions meeting the response specifications divided by the total number of assigned tickets for the reporting month.
 - v. Reporting Interval. The reporting interval will be monthly. The report will list all Priority 2 and Priority 3 tickets assigned to the Contractor, the date and time of assignment, the date and time of resolution, and indicate whether the response met the requirements in Contract Attachment 7,

Customer Service Roles and Responsibilities or not. The report will calculate the compliance metric for the reporting period.

- vi. Measurement Interval. The measurement interval will be monthly.
- d. Customer Satisfaction Surveys – Variable Services and Baseline Services.
 - i. General Description. Each Statement of Work (SOW) identified Stakeholder will be sent a survey at the completion of the project. In addition, identified Stakeholders of Baseline Services will be afforded the opportunity to complete the on-line survey on a monthly basis.
 - ii. Acceptable Response. The EPIS Contractor's Baseline and Variable Services will receive an overall rating of "Good" or higher for 95% of the surveys submitted during the reporting period.
 - iii. Service Level Agreement and Dependency. This KPI is dependent upon the survey recipients taking time to respond with meaningful, actionable comments.
 - iv. Performance Level Measurement. The survey will include a small number of questions with numeric rating answers. The rating range is: 0 – Not Satisfied, 1 – Satisfied, 2 – Very Satisfied. The overall (survey-level) rating will be calculated as the sum of ratings for questions answered divided by the number of questions answered, rounded to a whole number.

The survey also will include comment fields for each question to allow respondents to give feedback about their rating. Comments will be requested for any rating less than Average.
 - v. Customer Satisfaction Survey Results Reporting. The raw survey data will be sent directly from the web-based survey engine to the State's Portal Manager. The State Portal Manager will also be afforded direct access to the online survey statistics that have been accumulated. The Contractor will analyze the customer satisfaction data and include the survey results, data trending and corrective and recommended actions in the monthly report to the PAC (see Contract Section A.19.c – Monthly Status Report for the Portal Advisory Committee).
 - vi. Reporting Interval. The reporting interval for Variable Services will be at the end of the service project. The reporting interval for Baseline Services will be monthly.
 - vii. Measurement Interval. Event-based, at time of service.
- e. Updates to Project Management Documentation
 - i. General Description. This SLA addresses the requirement that the Contractor will maintain and keep current the Project Management Plan and subsidiary plans through project completion.
 - ii. Acceptable Response. An acceptable response is that the Contractor will update the Project Management Plan and subsidiary plans ninety percent (90%) of the time within five (5) business days after changes have been approved.
 - iii. Service Level Agreement and Dependency. This KPI is dependent on a functioning document management system that tracks date of approval and date of promotion of changes to the official project management library.
 - iv. Performance Level Measurement. The Performance Level Measurement is the total number of approved changes updated within the KPI divided by the total number of approved changes.
 - v. Reporting Interval. The reporting interval will be monthly. The report will include the document name/ID, summary of change(s), date approved, and date promoted to official status. The report

will identify all document change events not meeting the KPI, The report will calculate the Performance Level Measurement for the interval.

- vi. Measurement Interval. The measurement interval will be monthly.

EPIS Requirements

DETAILED REQUIREMENTS FOR THE INTEGRATION SERVICES

Introduction

The **Requirements for an Enterprise Portal Integration Services (EPIS) contract** were produced by Strategic Technology Solutions.

All items listed below are mandatory requirements, and must be provided within the Contractor’s solution.

No.	Requirement
1	General
1.1	The EPIS Contractor shall transition TN.Gov into a centralized, multisite management area to maintain content and user roles during the Transition-in Project in accordance with the State-approved Project Schedule. (e.g., main portal area with service content; governor’s area; first lady’s area; Organizational Unit sub sites; other branch sub sites).
1.2	The EPIS Contractor shall have the ability to help transfer external sites built on proprietary CMS software into the EPP/CMS throughout the duration of the contract, if requested by the State through a Statement of Work Process.
1.3	The EPIS Contractor shall transition the Internal environment (intranet) into a centralized, multisite management area to maintain content and user roles during the Transition-in Project in accordance with the State-approved Project Schedule. (e.g., main portal area with Governor information, Department of Human Resources (DOHR), employee portal, Central Procurement Office (CPO), branding standards).
1.4	The EPIS Contractor shall have the ability to help transfer Internal sites built on proprietary CMS software into the EPP/CMS throughout the duration of the contract, if requested by the State through a Statement of Work Process.
1.5	The EPIS Contractor shall develop all environments in conformance with the State’s branding standards and to support responsive design.
1.6	The EPIS Contractor shall provide the capability to use Electronic or Digital Signatures within the EPP/CMS.
1.7	The EPIS Contractor shall comply with the National Information Exchange Model (NIEM).
2.	Functionality – Content Development/Management
2.1	The EPIS Contractor shall ensure the State’s branding standards are applied throughout the websites and environments.
2.2	The EPIS Contractor shall ensure the use of master templates for site development that conform to industry standards and offer a variety of options to give each Organizational Unit their own basic look and feel, while maintaining the user experience frame work to help guide customers throughout the site. The templates shall support responsive design (mobile endpoint devices).
2.3	The EPIS Contractor shall submit all recommended changes to the branding standards for each environment to the State for review and approval, prior to making the changes.
2.4	The EPIS Contractor shall build standardized libraries of content, available for reuse in all environments.

No.	Requirement
2.5	In conjunction with State Organizational Units, the EPIS Contractor shall customize Master templates for the State's content. These master templates shall comply with the State's digital branding standards and must be pre-approved by the State. The templates will allow users to choose a basic, consistent look and feel as an aid in keying their Organizational Unit information. The EPIS Contractor shall provide examples of existing templates.
3.	Functionality –Application Development and Maintenance
3.1	The EPIS Contractor shall develop all applications in conformance with the State's branding standards and to support responsive design.
3.2	The EPIS Contractor shall ensure that all newly developed mobile applications comply with State branding standards and a have common look and feel to enhance the user experience.
3.3	The EPIS Contractor shall develop new mobile applications using open standards technology.
3.4	The EPIS Contractor shall develop new applications with hosting provided by the EPPH Contractor. (e.g., mobile, web, simple, complex applications) Any exceptions must be approved by Strategic Technology Solutions (STS) in the State-approved Statement of Work (SOW).
3.5	The EPIS Contractor shall develop new applications using responsive design to provide accessibility by users on all devices. (e.g., tablet, mobile, desktop, laptop)
3.6	The EPIS Contractor shall provide the capability to develop Native, Web and Hybrid mobile applications.
3.7	The EPIS Contractor shall provide the capability to develop mobile applications using Cocoa or Java.
3.8	The EPIS Contractor shall provide the capability to develop mobile applications for all three major mobile endpoint platforms: Windows, iOS and Android.
3.9	The EPIS Contractor shall utilize master template and mobile application framework provided by the EPPH Contractor to facilitate design of new mobile applications. The EPIS Contractor may modify the master templates with the State's approval.
3.10	The EPIS Contractor shall provide the capability to integrate new applications with other applications using industry-standard protocols through web-service APIs.
3.11	The EPIS Contractor shall provide the capability to integrate new applications with existing and new State standard software. (e.g., SharePoint, FileNet)
3.12	The EPIS Contractor shall provide the capability to integrate new applications with Customer Relationship Management tools.
3.13	The EPIS Contractor shall provide the capability to integrate new applications with technologies including but not limited to the following:
3.13.1	Active Directory
3.13.2	State-owned BI Tools
3.13.3	Help Desk (zendesk, service now, and cognos)
3.13.4	GIS/Esri
3.13.5	Oracle Geo Space
3.13.6	PeopleSoft
3.13.7	SharePoint
3.13.8	FileNet
3.13.9	Legacy Systems
3.13.10	Oracle AppEx
3.13.11	SQL: Server
3.13.12	Oracle Database
3.13.13	Microsoft Dynamics CRM
3.13.14	Adobe Live Cycle
3.13.15	Restful and SOAP Interfaces
3.13.16	MYSQL

No.	Requirement
3.13.17	Oracle IAM
3.13.18	Microsoft Exchange
3.14	The EPIS Contractor shall provide the capability to build APIs to share publicly to provide access to State Systems. (i.e., Waze)
3.15	The EPIS Contractor shall provide the capability to support OData for dynamic querying capability through other APIs. The EPIS Contractor shall only use OData with STS pre-approval.
3.16	The EPIS Contractor shall develop new applications using role-based security.
3.17	The EPIS Contractor shall create and maintain new applications/web applications for the Internal (Intranet) and External (Internet) environments to meet business needs of the Organizational Unit.
3.18	The EPIS Contractor shall work with the EPPH Contractor for server-side maintenance and hosting.
3.19	The EPIS Contractor shall maintain scheduled batch jobs for complex applications.
3.20	The EPIS Contractor shall run ad-hoc batch jobs for complex applications.
3.21	The EPIS Contractor shall provide on-going maintenance services for all applications that reside on the EPP/CMS.
3.22	The EPIS Contractor shall provide on-going maintenance services for all complex applications that are hosted by the EPPH contractor or that reside in the State Data Center.
3.23	The EPIS Contractor shall provide Tier 3 Support for all complex applications and web applications that are developed and/or maintained by the EPIS Contractor. The EPIS Contractor will perform all required application code changes.
4.	Functionality - Interfaces/Integration
4.1	The EPIS Contractor shall perform programming necessary to integrate financial applications with the State's Merchant Servicer.
5.	Functionality - Search
5.1	The EPIS Contractor shall use OData to provide dynamic querying capability through APIs.
5.2	The EPIS Contractor shall only use OData with STS pre-approval.
6.	Qualities - Security
6.1	The EPIS Contractor shall have the required security certifications or standards by the start date of the contract, which comply with all of the following, as applicable:
6.1.1	Federal Level Compliant Security
6.1.2	HIPAA Regulatory (Health Insurance Portability & Accountability Act)
6.1.3	PCI Regulatory Controls (Payment Card Industry)
6.1.4	FERPA (Family Education Protection Act)
6.1.5	FTI (Federal Tax – PUB1075)
6.1.6	FISMA (Federal Information Security)
6.1.7	FedRAMP, ISO27001, or SOC-2 Type 2 Certified (Government Cloud), all information and data must reside within the US Continental Region
6.1.8	IT Infrastructure Certifications will include ISO27001 (International Standard for an information security management system), System Organization Control 2 (SOC 2) and SSAE16 (Statement on Standards for Attestation Engagements, System Organization Control 1)
7.	Qualities - Interoperability
7.1	The EPIS Contractor shall publish data services to external parties that require Authentication using Oauth.
7.2	The EPIS Contractor shall only use Oauth with STS pre-approval
8.	Qualities - Capacity

No.	Requirement
8.1	The EPIS Contractor shall work with the EPPH contractor to perform testing to ensure the EPP/CMS meets all capacity requirements in the EPPH contract:
8.1.1	capability to support a minimum of 200,000 hits per hour.
8.1.2	capability to support a minimum of 47,500 concurrent user sessions.
9.	Learning
9.1	The EPIS Contractor shall ensure training is conducted in accordance with the State's requirements:
9.1.1	During the Transition-in Project
9.1.2	As defined on future State-approved Statements of Work (SOW) as a Variable Service
10.	Accessibility
10.1	In the building of the EPP/CMS environment, the EPIS Contractor shall develop content that is Section 508 and ADA Compliant

Contractor Staff Roles

Solutions Design		
1.	Community Manager	<p>This role shall be responsible for assisting in developing, growing, and maintaining the community. As a part of the community management function, the Contractor(s) will act as an extension of the State Portal project by being the voice of the project externally, as well as the voice of the customers internally. The general responsibilities will include, but are not limited to:</p> <ul style="list-style-type: none"> 1.1 Develop an overall community management strategy and approach; 1.2 Create regular and periodic marketing campaigns to generate awareness of the community encourage participation, and retain customers; 1.3 Manage and summarize community feedback for the purpose of enhancing capabilities, as well as improving the overall customer experience; 1.4 Ensure content vendors understand the editorial calendar and deliverables; 1.5 Manage and traffic content receivables through necessary approval channels; 1.6 Support and streamline the editing process; 1.7 Load approved content into social media content publisher for posting, including scheduling, tags, geo-targeting, etc.; 1.8 Catalog usage of all content (channel, date, time); 1.9 Become key point of contact for Support and escalate as necessary within the Program; and 1.10 Take on related assignments as indicated by manager, including basic metrics and reporting for social media efforts.
2.	Web Designer	<p>This role will coordinate the planning, maintenance, and accessibility of Web site content in a way that ensures the consistency of the Web site's look and feel. This individual is also responsible for creating some original Web site content. Understanding of a variety of Web development languages is required.</p> <p>The general responsibilities will include, but are not limited to:</p> <ul style="list-style-type: none"> 2.1 Develop technical architecture of Web sites including scripting, database design and user interface design; 2.2 Design and implement Web database projects; 2.3 Consult with customers from agencies, boards and commissions in order to coordinate web-based solutions, identify needs, and explain opportunities and limitations of external content; 2.4 Guide communications professionals regarding technical requirements of Web usage and/or upcoming projects or events related to their Web site; 2.5 Ensure timely refresh of site content across customer spectrum to ensure accuracy and timeliness of information and images; 2.6 Develop modifications or enhancements to State Web sites and work with appropriate personnel to utilize best tools and practices in Web site management;

		<p>2.7 Troubleshoot problems associated with Web applications and/or Web pages;</p> <p>2.8 Evaluate operations, and recommend improvements and modifications of Web processes;</p> <p>2.9 Develop strategies and/or plans for Internet Web page design; and</p> <p>2.10 Research and evaluate software, hardware and new technologies and report findings to the State leadership through prepared presentations.</p>
3.	User Experience	<p>This role will define user experience on large scale, dynamic, and enterprise Web solutions (e.g. Government-to-Business (G2B), Government-to-Government (G2G), Government-to-Citizen (G2C), enterprise, etc.). The User Experience will act as the user experience evangelist, and will oversee the development or review of design documents from a user experience perspective.</p> <p>The general responsibilities will include, but are not limited to:</p> <p>3.1 Oversee and contribute to the end-to-end user experience solution designs;</p> <p>3.2 Ensure that the user experience vision and goals are achieved;</p> <p>3.3 Develop and publish usability guidelines to provide developers with tools in the design process; and</p> <p>3.4 Create, promote and support a standard for usability excellence throughout the State.</p>
4.	Enterprise Architect	<p>The Enterprise Architect will be responsible for providing services to ensure the reliability, interoperability, and sustainability of the State's IT investments via the enterprise business, information, technology, and solution architectures. The general responsibilities will include, but are not limited to:</p> <p>4.1 Work closely with The State's Enterprise Architecture team to develop short-term and long-term strategies and tactical plans to meet the State's technology and business needs;</p> <p>4.2 Participate in the architecture integration role by working with executives, managers, and staff to identify requirements and solutions in all EA domains and levels of scope; and</p> <p>4.3 Adhere to the State's standard policies, standards and procedures.</p>
5.	Information Architect	<p>The Information Architect will guide projects on their overall high level solution approach, engage with the architecture team, and chair the formal architecture review and approvals meeting. The IA will provide oversight to the portfolio of projects engaged with the architecture team. The IA will be the owner of the solution architecture process and solution architecture artifacts. The general responsibilities will include, but are not limited to:</p> <p>5.1 Express the enterprise vision for the applications and the data flows between them;</p> <p>5.2 Model and maintain the enterprise data models;</p> <p>5.3 Extend the data models to the application architecture; and</p> <p>5.4 Coordinate the integration and service-oriented architecture (SOA) between applications.</p>
6.	Business Analyst	<p>This role will assist in defining business needs and recommending technology</p>

		<p>solutions that deliver value to stakeholders. The general responsibilities will include, but are not limited to:</p> <ul style="list-style-type: none"> 6.1 Gather and document business requirements; 6.2 Translate requirements into business, functional and use case documents; 6.3 Provide functional expertise to developers during the design and construction phases of projects; 6.4 Develop and execute comprehensive system test plans, conditions, test scripts, and test cases; 6.5 Maintain business systems standards by applying project management methods, tools and processes as standard practice; 6.6 Create and deliver related user documentation and end-user training; and 6.7 Prepare and deliver informative, well-organized presentations and project status reviews to stakeholders including process owners, customers and stakeholders.
<p>7.</p>	<p>User Analytics Specialist</p>	<p>The following qualifications and/or general responsibilities apply:</p> <ul style="list-style-type: none"> 7.1 Strong attention to detail is required 7.2 Understanding of Search Engine Optimization (SEO) strategies 7.3 General understanding of usability design and conversion optimization design 7.4 Provide expertise in SEO dealing with technical implementation, on-page optimization and off-page optimization 7.5 Experience using online analytical tools (e.g., Google Analytics, ClickTale, Raven, SEOMoz, Google Website Optimizer and Compete) to analyze, interpret, draw conclusions and summarize information. 7.6 Expertise in gathering qualitative and quantitative data, developing reports, and creating client presentations that are insight-driven and tell a story. 7.7 Familiarity with statistics (regression, correlation, statistical significance, confidence intervals) a plus. 7.8 Experience in establishing a scalable reporting process and standards 7.9 Experience performing keyword research and competitor research. 7.10 Experience tracking websites, email blasts, landing pages, AdWords campaigns, banner ads, and other online and offline marketing collateral. 7.11 Ability to create and execute enterprise-level digital analytics measurement strategies including product conception and development and helping to define appropriate goals, engagement funnels and conversions. 7.12 Prioritize web analytics requests, tasks and deliverables according to business needs and resources 7.13 Strong analytical skills and business acumen are a must, along with the ability to be detail and deadline-oriented while managing multiple projects. 7.14 Work with front-end developers to create standard patterns for incorporating web measurement and analytics into various digital products. Ensure that these are implemented correctly and capture relevant metrics.

		<p>7.15 Experience implementing and supporting A/B and Multivariate testing on large consumer websites.</p> <p>7.16 Ability to train others to maintain analytics and metrics for departments. Must have experience in knowledge transfer to business owners.</p>
8.	Applications Security Analyst	<p>This role is responsible for preventing unauthorized access to resources through applications by practicing defense in depth and through the concept of least privilege. The general responsibilities will include, but are not limited to:</p> <p>8.1 Application design and coding, patch management, authentication, authorization, accountability; and</p> <p>8.2 code review.</p>
Solutions Development		
9.	Web Developer	<p>This role will build the operations end of the organization's Web sites and keep them running smoothly. This includes designing, building, and implementing new Web pages and sites; integrating sites with back end applications; migrating legacy applications to the Web; and performing day-to-day administration of the organization's Web portfolio. Use of a variety of Web development languages is required. The general responsibilities will include, but are not limited to:</p> <p>9.1 Create site layout/user interface from provided design concepts by using standard HTML/CSS practices;</p> <p>9.2 Design layout of Web site pages given client provided content;</p> <p>9.3 Develop robust and user-friendly .NET-based Web applications;</p> <p>9.4 Design and create relational database schemas;</p> <p>9.5 SQL Server T-SQL development;</p> <p>9.6 Application/Framework design as needed;</p> <p>9.7 Specifications/Requirements gathering as needed; and</p> <p>9.8 Routine daily maintenance of existing sites and applications.</p>
10.	Database Developer	<p>This role is primarily responsible for serving as a technical lead for database-centric software development projects of moderate-to-high complexity. A database developer writes and modifies databases. Database developers create management systems to provide effective and efficient access to information stored in databases. They provide expertise and guidance in the design, implementation and maintenance of database management systems. The Database Developer controls the design and use of the database and they also determine the way the filing systems will be organized and accessed.</p> <p>The general responsibilities will include, but are not limited to:</p> <p>10.1 Performing hands-on software development and design;</p> <p>10.2 Handling multiple projects simultaneously;</p> <p>10.3 Following established company and Organizational Unit standards and best practices;</p> <p>10.4 Creating and updating project plans and/or task checklists for assigned projects; and</p>

		10.5 Establish and implement security procedures to protect the database from accidental or intentional damage or loss.
11.	Programmer Analyst	<p>The role will define, develop, test, analyze, and maintain new software applications in support of the achievement of business requirements. This includes writing, coding, testing, and analyzing software programs and applications. The Programmer Analyst will also research, design, document, and modify software specifications throughout the production life cycle. The general responsibilities will include, but are not limited to:</p> <p>11.1 Identifies requirements by establishing personal rapport with customers to understand service requirements;</p> <p>11.2 Arranges project requirements in programming sequence by analyzing requirements; preparing a work flow chart and diagram using knowledge of computer capabilities, subject matter, programming language, and logic;</p> <p>11.3 Confirms program operation by conducting tests; modifying program sequence and/or codes;</p> <p>11.4 Maintains computer systems and programming guidelines by writing and updating policies and procedures; and</p> <p>11.5 Develops and maintains applications and databases by evaluating client needs; analyzing requirements; developing software systems.</p>
12.	Content Manager	<p>This role will coordinate the planning, maintenance, and accessibility of company owned and generated content and content-related services. This includes ensuring that the layout, positioning, navigation, and look and feel of content are consistent across and throughout the organization. The Content Manager is also responsible for creating some original content. Understanding of Web development languages and publishing tools is required. The general responsibilities will include, but are not limited to:</p> <p>12.1 Act as a key member of creative team;</p> <p>12.2 Evolve the CMS design and adapt to new media for each Organizational Unit;</p> <p>12.3 Review a content strategy document for each customer;</p> <p>12.4 Create taxonomy/nomenclature lists and definitions;</p> <p>12.5 Work closely with Information Architect (IA);</p> <p>12.6 Write content and edit content written by others;</p> <p>12.7 Develop editorial style guidelines;</p> <p>12.8 Create a search optimization plan for content; and</p> <p>12.9 Develop a competitive site analysis (Fit/Gap).</p>
13.	User Interface (UI) Analyst	<p>This role will be responsible for prototyping, designing, and building graphic user interfaces (GUIs) for software development, Web forms, and other applications. This includes capturing user requirements through collaboration with business analysts, leading and participating in testing sessions, and coordinating final implementation of the GUI based on feedback. Use of a variety of Web and software development languages is required. The general responsibilities will include, but are not limited to:</p> <p>13.1 Conduct data gathering projects to assess user characteristics, requirements, needs, goals, and opportunities;</p>

		<p>13.2 Determine data collection method(s), develops data collection tools (questionnaires, interview questions, etc.), analyzes the data, prepares results, and makes recommendations based on this data; and</p> <p>13.3 Analyze the results of these tests and making recommendations to improve design and functionality.</p>
14.	Multimedia Developer	<p>This role will provide media development services for projects, products, and applications across the enterprise. This includes designing, building, and implementing new media; integrating these with back end applications and company Web sites/intranet; and performing day-to-day administration of the organization's multimedia portfolio. Use of a variety of Web development languages is essential. The general responsibilities will include, but are not limited to:</p> <p>14.1 Design, coordinating and delivering fully functioning products that incorporate sound, full-motion video, text and graphics into one application that is interactive for the end user. Including web portals for State Organizational Units, online classrooms, etc.;</p> <p>14.2 Track all changes with the multimedia project and are responsible for all changes, upgrades and post-delivery patch solutions;</p> <p>14.3 Design, creating and testing complete and fully working prototypes for the customers; and</p> <p>14.4 Communicate with management any response necessary to any inquiries on the project.</p>
Operations		
15.	System Administrator	<p>This role will be responsible for providing System Administration services to assist in the design, installation, support and maintenance of the services and systems. In addition, the Contractor(s) will work closely with the Technical Support team to ensure the overall performance of the environment is effective, stable and efficient. The general responsibilities will include, but are not limited to:</p> <p>15.1 Perform fault isolation by validating, isolating, and correcting faults, and verifying service restoral with customers;</p> <p>15.2 Process, document, and coordinate resolution of trouble calls with help desk;</p> <p>15.3 Monitor and manage user accounts, and maintain equipment;</p> <p>15.4 Categorize, isolate, and resolve network problems;</p> <p>15.5 Implement software patches, security fixes, and tests and validate modified system configurations;</p> <p>15.6 Ensure compliance with standards for systems software and documentation; and</p> <p>15.7 Monitor system reliability and availability.</p>
16.	Database Administrator	<p>The role will be responsible for the performance, integrity and security of a database. Additional role requirements are likely to include planning, development and troubleshooting. The DBA must ensure the optimal performance and security of production databases, advice management of potential risks and mitigations and proactively take steps to ensure smooth performance. The general responsibilities will include, but are not limited to:</p> <p>16.1 Establish the needs of users and monitoring user access and security;</p>

		<p>16.2 Monitor performance and managing parameters to provide fast query responses to front-end users;</p> <p>16.3 Map out the conceptual design for a planned database in outline considering both back-end organization of data and front-end accessibility for end-users;</p> <p>16.4 Refine the logical design so that it can be translated into a specific data model;</p> <p>16.5 Adapt the physical design to meet system storage requirements;</p> <p>16.6 Write database documentation, including data standards, procedures and definitions for the data dictionary (metadata);</p> <p>16.7 Control access permissions and privileges;</p> <p>16.8 Develop, managing and testing back-up and recovery plans ensuring that storage, archiving, back-up and recovery procedures are functioning correctly;</p> <p>16.9 Capacity planning;</p> <p>16.10 Work closely with project managers, database developers and application developers to communicate regularly with technical, applications and operational staff to ensure database integrity and security; and</p> <p>16.11 Commission and install new applications and customizing existing applications in order to make them fit an assigned purpose.</p>
<p>17.</p>	<p>Usability Specialist</p>	<p>This role will be responsible for planning, overseeing, coordinating, implementing and evaluating usability work on all the ePortal and EPP/CMS environments associated sites. This role centers on setting goals and objectives, formulating and implementing a strategic vision, conceiving policies and strategies and managing usability activities. As well as providing leadership and support in identifying, evaluating, and implementing the most effective processes, methods, and tools for delivering usability. Responsible for assuring that user interfaces to all products and services are understandable, usable, useful and effective. The general responsibilities will include, but are not limited to:</p> <p>17.1 Identify website/application user audiences;</p> <p>17.2 Assess user requirements, needs, and satisfaction levels;</p> <p>17.3 Create user interface designs, prototypes and specifications across multiple platforms; and</p> <p>17.4 Design and conduct usability tests at various stages of the development process.</p>
<p>18.</p>	<p>Content Strategist</p>	<p>This role will be responsible for overseeing all content requirements, and creating all content strategy deliverables (content audits, gap analyses, taxonomies, metadata frameworks, style guides, content migration plans, etc.) across the project lifecycle. Collaborating closely with internal creative groups, you will play a key role in defining the content needs of varied departmental experiences, and working closely with customers to ensure the necessary content is sourced or otherwise generated. The general responsibilities will include, but are not limited to:</p> <p>18.1 Act as a key member of creative team;</p> <p>18.2 Be an active Drupal designer and add to the input and use of the platform;</p> <p>18.3 Develop a content strategy document for each customer;</p>

		<p>18.4 Assess, catalogue, and organize web site content (content inventory);</p> <p>18.5 Assign and track new content development (content matrix);</p> <p>18.6 Implement taxonomy/nomenclature lists and definitions;</p> <p>18.7 Write content and edit content written by others;</p> <p>18.8 Maintain and enforce editorial style guidelines;</p> <p>18.9 Define the editorial workflow for customer projects;</p> <p>18.10 Implement a search optimization plan for content;</p> <p>18.11 Conduct content workshops;</p> <p>18.12 Speak and present to customers on Content Strategy;</p> <p>18.13 Mentor other content strategists in State Organizational Units; and</p> <p>18.14 Provide regular reporting to stakeholders on content “performance” (engagement rates, page depth, etc.) using existing analytics tools. Results should be relevant and useful in shaping ongoing content strategy development.</p>
<p>19.</p>	<p>Content Designer</p>	<p>This role will be responsible for providing Content Design services to assist in development, as well as for the core applications running on the ePortal and EPP/CMS environments and potential applications to be developed in the future. The content will include, but not be limited to, web graphics and/or images, text, presentations, and marketing collateral. The general responsibilities will include, but are not limited to:</p> <p>19.1 Work closely with the State's designee to ensure all related content is in alignment with The State's overall strategy and vision;</p> <p>19.2 Create, develop and manage content for web applications developed on the State's EPP/CMS environment;</p> <p>19.3 Maintain a consistent look and feel throughout all web properties;</p> <p>19.4 Copyedit and proofread all web content;</p> <p>19.5 Oversee freelancers, including writers, copyeditors and community outreach organizers;</p> <p>19.6 Assure web-based information is archived for future needs and reference; and</p> <p>19.7 Track and report on all site metrics.</p>
<p>20.</p>	<p>Service Desk Analyst</p>	<p>This role will be responsible for providing Technical Support services to provide assistance to users. The vendor will act as an extension of the State organization to assist the State in meeting its SLAs with its customers by effectively and efficiently resolving incidents. In addition, the Contractor(s) will work closely with the System Administration team to ensure the overall performance of the environment is continually effective, stable and efficient. The general responsibilities will include, but are not limited to:</p> <p>20.1 Receive calls, emails and web inquiries for end users and /or other external Help Desks;</p> <p>20.2 Reproduce customer issues as necessary;</p>

		<p>20.3 Identify trends or patterns in reported issues;</p> <p>20.4 Provide problem resolution for known issues in a timely manner or escalate tickets to the next support Tier as appropriate; and</p> <p>20.5 Log all pertinent incident information into the ITSM.</p>
21.	Technical Trainer	<p>This role will be responsible for providing Training services to assist in the knowledge transfer to, and/or education of, State employees and customers. The Contractor(s) will work closely with the business owners to identify training opportunities both internally and externally to the State organization. The purpose of the training sessions and materials would be twofold: 1) Provide technical training to State resources for the purpose of supporting and maintaining the State's EPP/CMS environment; and 2) Provide technical training to State customers who wish to develop applications on the State's EPP/CMS environment. The general responsibilities will include, but are not limited to:</p> <p>21.1 Analyze and assess learning needs and coordinate with The State's technical team to develop appropriate training course content and material(s);</p> <p>21.2 Document and maintain all training processes and issues;</p> <p>21.3 Interact with respective Organizational Units and/or customers in scheduling training programs;</p> <p>21.4 Monitor training sessions and trainees; and</p> <p>21.5 Provide feedback to business on effectiveness of the overall training program and make recommendations on how to improve or add additional content/courses.</p>
22.	Technical Writing Specialist	<p>This role will develop written information about the organization's platform and aid in their development, use, and support. Outputs will include a range of documents to be read by both technical and non-technical personnel across all Organizational Units. The general responsibilities will include, but are not limited to:</p> <p>22.1 Individually develop and update technical documentation/content adhering to format, content and style guidelines;</p> <p>22.2 Produce content in desktop publishing, online help, and multi-media formats;</p> <p>22.3 Research and evaluate new documentation tools and methods; and</p> <p>22.4 Support application testing as needed.</p>
23.	Junior Project Manager	<p>This role will be responsible for developing and managing the overall project plan, including project objectives and success criteria, deliverables, roles/responsibilities, communication protocols, document control methodology, cost management, schedule management and quality management plans. The general responsibilities will include, but are not limited to:</p> <p>23.1 Develop a project management plan; provide weekly status updates verbally and in the form of a written report;</p> <p>23.2 Develop and maintain a detailed project management work plan;</p> <p>23.3 Confer frequently with the State Project Manager(s) and/or the Manager of the State Enterprise Project Management Office;</p> <p>23.4 Provide the State Project Manager(s) with weekly status reports in a format and with specific content as defined by the State;</p>

		<p>23.5 Provide the State Project Leader with information concerning procurement risks and issues;</p> <p>23.6 Prepare ad hoc reports, as requested, and in a format approved by the State; and</p> <p>23.7 Participate in face-to-face or teleconference meetings, as needed, with the State project team, and other ad hoc groups formed to facilitate the successful implementation of the core services.</p> <p>23.8 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree and two years of professional level experience in any one of the following areas: (1) systematic analysis of overall work processes for business or information systems or (2) project management.</p>
<p>24.</p>	<p>Senior Project Manager</p>	<p>This role will be responsible for developing and managing the overall project plan, including project objectives and success criteria, deliverables, roles/responsibilities, communication protocols, document control methodology, cost management, schedule management and quality management plans. The general responsibilities will include, but are not limited to:</p> <p>24.1 Develop a project management plan; provide weekly status updates verbally and in the form of a written report;</p> <p>24.2 Develop and maintain a detailed project management work plan;</p> <p>24.3 Confer frequently with the State Project Manager(s) and/or the Manager of the State Enterprise Project Management Office;</p> <p>24.4 Provide the State Project Manager(s) with weekly status reports in a format and with specific content as defined by the State;</p> <p>24.5 Provide the State Project Leader with information concerning procurement risks and issues;</p> <p>24.6 Prepare ad hoc reports, as requested, and in a format approved by the State; and</p> <p>24.7 Participate in face-to-face or teleconference meetings, as needed, with the State project team, and other ad hoc groups formed to facilitate the successful implementation of the core services.</p> <p>24.8 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree, and six years of professional level experience in any one of the following areas: (1) systematic analysis of overall work processes for business or information systems; or (2) project management; one of the six years must include being a leading team member of a project or project management.</p>
<p>25.</p>	<p>Business Process Improvement Manager</p>	<p>This role will act as an extension of the State organization by providing Business Process Improvement (BPI) services. A BPI manager serves as a consultant to the State, evaluating, planning and implementing improvements in business processes and practices. The general responsibilities will include, but are not limited to:</p> <p>25.1 Identify processes related to the State's EPP/CMS environment that could be candidates for business process re-engineering;</p> <p>25.2 Participate in the documentation of current and future-state processes; and</p> <p>25.3 Participate in BPI engagements such as Kaizen events</p>

<p>26.</p>	<p>Business Process Analyst</p>	<p>The Business Process Analyst's role is to devise and design business process requirements for all IT-related business, financial, and operations systems critical to core organizational functions. This includes researching and analyzing data in support of business functions, process knowledge, and systems requirements. The general responsibilities will include, but are not limited to:</p> <p>26.1 Get to know about the Roles, Tasks, Duties and Responsibilities of Business Process Analyst;</p> <p>26.2 Analyze, develop and configure business processes and data structures;</p> <p>26.3 Analyze, develop and implement new business architecture;</p> <p>26.4 Translate business objectives and requirements into functional and system specifications;</p> <p>26.5 Develop, configure and test business requirements;</p> <p>26.6 Create and generate detailed project documentation;</p> <p>26.7 Create other information deliverables;</p> <p>26.8 Interact with clients to understand their business needs and requirements;</p> <p>26.9 Coordinate with implementation team to develop and refine logistics;</p> <p>26.10 Assist and support the design and development of required interfaces and enhancements; and</p> <p>26.11 Ensure project is completed on time and within the budgetary limits.</p>
<p>27.</p>	<p>Security Infrastructure and Operations Analyst</p>	<p>This role is responsible for preventing unauthorized access to resources by practicing defense in depth and through the concept of least privilege. The general responsibilities will include, but are not limited to:</p> <p>27.1 Management of SSL offload, multifactor remote access, internet content filtering, load balancers, switches, routers, firewall and IDP/IDS appliances, server hardening, patch management, malware detection, syslog capture and analysis, SIEM;</p> <p>27.2 Analyzing security risks and instituting mitigating controls; and</p> <p>27.3 Incident response.</p>
<p>Technical QA</p>		
<p>28.</p>	<p>Quality Assurance Manager</p>	<p>This role will develop, establish, and enforce quality assurance standards and measures for the information technology services within the organization. This individual will direct research and development in support of business cases, proposed projects, and systems requirements over the course of software development lifecycles. The QA Manager will apply proven analytical and problem-solving skills to help validate IT processes through careful testing in order to maximize the benefit of business investments in IT initiatives. The general responsibilities will include, but are not limited to:</p> <p>28.1 Achieve quality assurance operational objectives by contributing information and analysis to strategic plans and reviews;</p> <p>28.2 Prepare and complete action plans;</p> <p>28.3 Implement production, productivity, quality, and customer-service standards;</p>

		<p>28.4 Identify and resolve problems;</p> <p>28.5 Perform audits;</p> <p>28.6 Determine system improvements; and</p> <p>28.7 Implement change.</p>
29.	Quality Assurance Analyst	<p>This role will develop and establish quality assurance standards and measures for the information technology services within the organization. The general responsibilities will include, but are not limited to:</p> <p>29.1 Gather and analyze data in support of business cases, proposed projects, and systems requirements;</p> <p>29.2 Apply proven analytical and problem-solving skills to help validate IT processes through careful testing in order to maximize the benefit of business investments in IT initiatives; and</p> <p>29.3 Write test plans and scripts for tracking defects and fixes in product development, software application development, information systems, and operations systems.</p>
30.	Quality Assurance (QA) Tester	<p>This role will be responsible for providing services to ensure the overall quality of the delivery and performance of the platform. In addition, the QA Tester will be responsible for monitoring the deliverables and solutions provided to ensure that issues related to data sharing, confidentiality, security and data ownership are appropriately addressed. The general responsibilities will include, but are not limited to:</p> <p>30.1 Provide quality assurance review, project risk analysis, and assistance with planning and setting of quality goals and objectives for the development and ongoing performance of the State's EPP/CMS environment;</p> <p>30.2 Define what testing will be performed, resources needed, and anticipated amount of time for each type/method of testing;</p> <p>30.3 Document how test scripts for each function will be developed and approved, including timeline and expected results;</p> <p>30.4 Develop user acceptance testing criteria and communicating these requirements to appropriate testers;</p> <p>30.5 Provide approach for and sample testing metrics including incident and script level metrics; and process for test results documentation and tracking on unit and integration; and</p> <p>30.6 Define recommended acceptance criteria for full system acceptance.</p>
Platform Architecture and Development		
31.	Junior Developer	<p>This role will be responsible for providing services to assist in the design and development of components of the framework including, but not limited to, front-end applications, back-end applications, enterprise databases, and potentially other capabilities. The general responsibilities will include, but are not limited to:</p> <p>31.1 Engage with business analysts and stakeholders to understand functional requirements, and contributes to completion of functional specifications;</p> <p>31.2 Prepare technical documentation on platform, application and/or database specifications;</p>

		<p>31.3 Create deliverables according to the Software Development Lifecycle such as functional and technical specifications, use cases, test cases, and system documentation;</p> <p>31.4 Complete unit and system test application changes to ensure quality of work;</p> <p>31.5 Analyze and assist with designing and developing reusable and enterprise level modules/applications; and</p> <p>31.6 Perform application and database performance reviews and make recommended application or database changes.</p> <p>31.7 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree AND two years of professional experience in one or a combination of the following: (1) software development; (2) database design; (3) systems analysis or design; or (4) information systems instruction.</p>
<p>32.</p>	<p>Senior Developer</p>	<p>This role will be responsible for providing services to assist in the design and development of components of the framework including, but not limited to, front-end applications, back-end applications, enterprise databases, and potentially other capabilities. The general responsibilities will include, but are not limited to:</p> <p>32.1 Engage with business analysts and stakeholders to understand functional requirements, and contributes to completion of functional specifications;</p> <p>32.2 Prepare technical documentation on platform, application and/or database specifications;</p> <p>32.3 Create deliverables according to the Software Development Lifecycle such as functional and technical specifications, use cases, test cases, and system documentation;</p> <p>32.4 Complete unit and system test application changes to ensure quality of work;</p> <p>32.5 Analyze and assist with designing and developing reusable and enterprise level modules/applications; and</p> <p>32.6 Perform application and database performance reviews and make recommended application or database changes.</p> <p>32.7 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree AND three years of professional experience in one or a combination of the following: (1) software development; (2) database design; (3) systems analysis or design; or (4) information systems instruction.</p>
<p>33.</p>	<p>Interaction Architect (Interaction Designer or Human Interaction Engineer)</p>	<p>This role will work collaboratively with Developers and Information Architects to determine the user experience across multiple platforms. Working on a variety of projects you will propose solutions that balance user need with business goals and technological capabilities. The general responsibilities will include, but are not limited to:</p> <p>33.1 Develop methodology and implement as necessary a variety of interaction design techniques appropriately to solve specific design problems; and</p> <p>33.2 Craft interactive design documentation: Persona, scenarios, wireframes, competitive analyses, flows, and conceptual maps.</p>
<p>34.</p>	<p>Web Architect</p>	<p>This role will construct and implement the technical design for the organization's presence on the Internet. This includes the selection of Web applications' hardware and software platforms, developing site navigation, and designing an application</p>

		<p>framework. The Web Architect is also responsible for ascertaining system volume and analyzing traffic patterns. Exceptional knowledge of various Web development languages is required. The general responsibilities will include, but are not limited to:</p> <p>34.1 Work with a website management team to coordinate implementation of the infrastructure components they develop;</p> <p>34.2 Use software technologies such as Java, JavaScript, HTML, XML, UML and rapid application development (RAD) techniques;</p> <p>34.3 Write and develop software for specific projects; and</p> <p>34.4 Conceptualize the overarching goals of the State and building new strategies for evolution of the platform to the benefit of the citizens of the State.</p>
<p>35.</p>	<p>Application Integration (AI) Specialist</p>	<p>This role will participate in the planning and coordination of the integration of applications and technologies within the organization's application integration environment and perform solution development and implementation activities related to it. The following skills are critical to successful performance in this role:</p> <p>35.1 Proven communication skills;</p> <p>35.2 Problem-solving skills;</p> <p>35.3 Proficiency in programming languages and data structures; and</p> <p>35.4 Knowledge of integration best practices.</p>
<p>36.</p>	<p>Business Requirements Analyst</p>	<p>This role will elicit, analyze, specify, and validate the business needs of project stakeholders, be they customers or end-users. This includes interviewing stakeholders and gathering and compiling user requirements to convey to development teams throughout the software lifecycle. This Business Requirements Analyst will also apply proven communication, analytical, and problem-solving skills to help support the development process. The general responsibilities will include, but are not limited to:</p> <p>36.1 Define the underlying business need to be addressed and information related to the product and project requirements, often through conversations with stakeholders;</p> <p>36.2 Organize, specify and model the requirements to ensure they are complete and unambiguous;</p> <p>36.3 Document the requirements in a format that can be shared with stakeholders; and</p> <p>36.4 Ensure the requirements map to the real business need, are approved by all relevant stakeholders, and meet essential quality standards.</p>

Tennessee Enterprise Technology Architecture

A current copy of the *Tennessee Enterprise Technology Architecture* will be included on the EPIR computer image, which may be reviewed in accordance with the Schedule of Events (Enterprise Portal Information Repository [EPIR] Review), contingent upon the Contractor signing a non-disclosure agreement.

STATE AND CONTRACTOR ROLES AND RESPONSIBILITIES

Area 1 - Server Hardware Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	VMWARE Admin	
Server Hardware Support for VM Hosts and Guests, via RFS and Helpdesk Ticket Requests	A		P	
Server Hardware Support for Physical Hardware, via RFS and Helpdesk Ticket Requests	A	P		
Monitor VM Host Physical Hardware	D	I	P	I
Monitor Physical Server Hardware	D	P	I	I
Identify and Correct VM Host Server Hardware Issues	A	I	P	I
Identify and Correct Physical Server Hardware Issues	A	P		I
Area 2 - Linux Operating System Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Linux Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administration - Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P	I	I
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P	I	I
System Tools Patch Administration - Obtain, Install, and Configure System Tool Patches	M	P	I	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P	S	I
Patch and Upgrade Verification and Validation	A	I	S	P
Area 3 - Windows Operating System Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Windows Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P		

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes, N/A= Not Applicable)

Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P	I	I
System Tools Patch Administration - Obtain, Install, and Configure System Tool Patches	A	P	I	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		I
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		
Area 4 - VMWare Administration and Support				
Task	Frequency	STS		Middleware Admin
		System Admin	VMWARE Admin	and Vendor
VMWare Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & administer VMWARE Software Product Licenses, Updates and Upgrades	A		P	I
Monitor and Report VM Guest and Host Performance; Recommend Configuration Changes	D	S	P	I
Reconfigure VM Hosts and Guest Configurations	A	I	P	I
Deploy New and Upgraded VM Guest Images	A	I	P	I
Control, Manage and Maintain Virtual Center	D		P	
Control, Manage and Maintain VM Host and Guest Network Connections, Virtual Switches and Port Configurations	D	I	P	I
Maintain VM Host Hardware	D	I	P	I
Recommend and Install VM Host Hardware Refreshes	A	I	P	I
Backup and Restore - .vmdk/.vmx files	D		P	
Disaster Recovery – Provide Disaster Recovery Procedures and Disaster Recovery Assistance for Testing and Disaster Events for VM Hosts and Guests	A		P	
Area 5 - Middleware Tools Administration and Support (JBOSS, Apache)				
Task	Frequency	STS		Contractor
		Middleware Admin	System Admin	
Middleware Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & administer Application Software Product Licenses, Updates and Upgrades	A	P	S	
Middleware Patch Administration – Obtain, Install, and Configure Operating Systems Patches	A	S	P	I

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes, N/A= Not Applicable)

Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P	S	
Static Page Content - Obtain Approval through Appropriate Channels	A	I		P
Static Page Content - Content Updates	A	I		P
Production Environment - Configuration Changes	A	P		I
Production Environment - Deployments	A	P		I
Test Environment - Configuration Changes	A	I		P
Test Environment - Deployments	A	I		P
Support Calls After Hours for Production Environment - Emergency Deployments / Redeployments (Via State Helpdesk and Incident Logging)	A	P		I
Static Content Deployments for Test Environment	A	I		P
Static Content Deployments for Production Environment	A	P		I
Area 6 - Database Administration and Support				
Task	Frequency	STS		Contractor
		Database Admin	System Admin	
Database Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & Administer Database Software Product Licenses, Updates and Upgrades	A	P		
Database Patch Maintenance	A	P	I	I
Database Version Upgrades	A	P	I	I
Data Performance - Application and Database	A	I		P
Database Performance - Infrastructure	A	P	S	I
Database Backup and Recovery	D	P		
Data Updates (Selects, Inserts, Deletes)	A	I		P
Data Loads	A	I		P
Database Changes (Table Spaces, New Schema Creation)	A	P		I
Data Loads for Migrations	A	P		I
Area 7 - Security Administration and Support				
Task	Frequency	STS		Contractor
		Portal Manager	Various Groups (List)	
Vendor System UserID or RACF Requests	A	P		
Server Access Issues	A		P - System Administrator	
Security Breach Concerns	A		P - System Administrator;	

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes, N/A= Not Applicable)

Security Breach Escalations	A		P - Security	
Log Report Creation	A		P - Enterprise Services	
Log Report Review	A		P - Enterprise Services	
Log Report Security	A		P - Enterprise Services	
Area 8 - Network/Firewall Administration and Support				
Task	Frequency	STS		Contractor
		Network Admin	Firewall Admin	
Network Support, via RFS and Helpdesk Ticket Requests	A	P		
Configure New Firewall Rules	A		P	
Load Balancer Services and Support	A	P		
Site to Site Network Communications	A	P		
Area 9 - Application Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
ePortal Application Support, via RFS and Helpdesk Ticket Requests	A		S	P
ePortal Application Upgrades, Enhancements, and New Development	A		P	I
ePortal Application Patch Administration – Obtain, Install, and Configure Application Patches	A	S	P	I
ePortal Application Deployments to the State’s Test and Production Environments	A		P	I
MySQL - Patches	A	S	P	I
MySQL - Upgrades	A	S	P	I
.Net - Patches	A		P	I
.Net - Upgrades	A		P	I
Apache - Patches	A	P	S	I
Apache - Upgrades	A	P	PS	I

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes, N/A= Not Applicable)

Area 10 - SFTP Server and Services				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Linux Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administration - Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P		I
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P		I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		S
SFTP Application Support - Installation Services, Access Support, Patching	A	I		
SFTP Services - Support and Daily Maintenance	A	I		
Area 11 - PCI Related Tools (Host Intrusion and Reporting / Centralized Logging)				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Host Intrusion Application and Reporting Support - Installation Services, Access Support, Patching	A	I	P	I
Host Intrusion and Reporting Services - Support and Daily Maintenance	A	I	P	I
System and Application Patch and Upgrade Notifications		P	P	

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes, N/A= Not Applicable)

Customer Service Roles and Responsibilities

Tier Two: EPIS Contractor

The EPIS Contractor is responsible for Tier 2 Support on a temporary basis, as defined in RFQ Attachment I, EPIS Pro Forma Contract, Section A.8.j.

General Responsibilities, Customer Service

1. Maintain knowledge base of solutions.
2. Resolve problems with EPP/CMS Websites/Applications as required.
3. Answer application questions (How to use, why to use, etc.)
4. Answer business questions
5. Resolve data integrity and data quality issues
6. Handle problem reports (“incidents”, “tickets”):
 - 6.1. Ticket - Document, update, track, report, route, create, resolve (State ticketing system)
 - 6.2. Respond to tickets assigned from Tier 1 Support within specified time frame.
 - 6.3. Perform analysis/troubleshooting as needed to investigate the problem. Engage additional support staff as appropriate (SA's, DBA's, Middleware, Networking, SAN). Resolve if possible. Escalate if not resolvable.
 - 6.4. Escalate: Assign/route tickets to appropriate Tier 3 support (responsible STS units, portal contractor IT service desk, equipment/software vendors, third party service providers, etc.).

Incident Response Requirements: Normal Business Hours and On call 24x7

Priority	Time to Respond	Time to Resolve	Time to Escalate (after resolve time out)
Critical (1)	15 Min	180 Min (3 hours)	60 Min
High (2)	60 Min	300 Min (4.5 hours)	120 Min (2 hours)
Medium (3)	180 Min (3 hours)	660 Min (11 hours)	240 Min (4 hours)
Next Day	1440 Min (24 hours)	2880 Min (2 days)	2880 Min (2 days)

Tier Three: EPIS Contractor

General Responsibilities, Customer Service

1. Maintain knowledge base of solutions.
2. Provide and implement bug fixes for complex applications.
3. Provide and implement security fixes for complex applications.
4. Document defects, track defects/fixes, report for complex applications.
5. Provide instructions and documentation to Tier 2 support.
6. Obtain and apply software vendor patches (database, EPP, CMS).
7. Handle problem reports (“incidents”, “tickets”):
 - 7.1. Ticket - Document, update, track, report, route, create, resolve (State ticketing system).
 - 7.2. Respond to tickets assigned from Tier 1 or Tier 2 Support within specified time frame.
 - 7.3. Perform analysis/troubleshooting as needed to resolve the problem. Engage additional support staff as appropriate (SA's, DBA's, Middleware, Networking, SAN, product and service vendors).

Incident Response Requirements: Normal Business Hours and On call 24x7

Priority	Time to Respond	Time to Resolve	Time to Escalate (after resolve time out)
Critical (1)	15 Min	180 Min (3 hours)	60 Min
High (2)	60 Min	300 Min (4.5 hours)	120 Min (2 hours)

Tier Three: EPPH Contractor

General Responsibilities, Customer Service

1. Maintain knowledge base of solutions.
2. Obtain and apply software vendor patches (database, EPP, CMS).
3. Handle problem reports (“incidents”, “tickets”):
 - 3.1. Ticket - Document, update, track, report, route, create, resolve (State ticketing system).

- 3.2. Respond to assigned ticket in specified time frame.
- 3.3. PSI responsible for entering resolutions into State ticketing system.
- 3.4. Diagnose and resolve hardware/ infrastructure issues.
- 3.5. Diagnose and resolve hosting/ software (database, EPP, CMS) issues.
- 3.6. Perform analysis/troubleshooting as needed to resolve the problem. Engage additional support staff as appropriate (SA's, DBA's, Middleware, Networking, SAN, product and service vendors).

Incident Response Requirements: Normal Business Hours and On call 24x7

Priority	Time to Respond	Time to Resolve	Time to Escalate (after resolve time out)
Critical (1)	15 Min	180 Min (3 hours)	60 Min
High (2)	60 Min	300 Min (4.5 hours)	120 Min (2 hours)
Medium (3)	180 Min (3 hours)	660 Min (11 hours)	240 Min (4 hours)

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____ %.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.

Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # **(Edison number)**.

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGY SERVICES CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION

Federal Tax Information (“FTI”) means any return or return information, as defined by I.R.C. § 6103(b)(2), received from the Internal Revenue Service or secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement, or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.

1. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1.1 All work will be done under the supervision of the Contractor or the Contractor's employees.
- 1.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- 1.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 1.4 The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 1.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State with a statement containing the date of destruction, description of material destroyed, and the method used.
- 1.6 All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- 1.7 No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- 1.8 The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- 1.9 The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS:

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000) with respect to each instance of unauthorized disclosure. These penalties are prescribed by I.R.C. §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars (\$1,000) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by I.R.C. §§ 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his or her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000).
- 2.4 Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of I.R.C. §§ 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION:

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

**RFQ # 31701-03136 PRO FORMA CONTRACT
ENTERPRISE PORTAL PLATFORM AND HOSTING (EPPH)**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

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

This Contract, by and between the State of Tennessee, Department of Finance and Administration ("State") and **Contractor Legal Entity Name** ("EPPH Contractor"), is for the provision of Enterprise Portal Platform and Hosting services (EPPH), as further defined in the "SCOPE." State and EPPH Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract. This is the EPPH Contract.

The EPPH Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

EPPH Contractor Place of Incorporation or Organization: **Location**

EPPH Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The EPPH Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Enterprise Portal Platform and Hosting Services (EPPH) Overview. The State is seeking Enterprise Portal services through two separate Contracts, both of which are awarded under the same Request for Qualifications (RFQ # 31701-03136): (1) the Enterprise Portal Integration Services (EPIS) contract and (2) the EPPH Contract.
- a. The EPIS contract includes, but is not limited to: the development of an Enterprise Portal Platform-based Internal Intranet; transition of and training for the current State external websites (Internet); transition of simple and, optionally, complex applications to the new EPP; on-going operations and support of the platform and hosting services; and providing temporary Tier 2 and ongoing Tier 3 support. The EPIS contract is a separate Contract and should not be confused with the EPPH Contract.
 - b. The present Contract, the EPPH Contract, addresses the acquisition, implementation, and on-going maintenance of the Enterprise Portal Platform (EPP), Content Management System (CMS), and related services, such as hosting, disaster recovery, **Tier 3 customer support**, and the establishment of analytics capabilities.
 - d. Under this Contract, the State intends to acquire a secure, reliable, and easy to use enterprise web content management and portal solution (EPP/CMS) as a service based in the cloud.
 - e. The EPP/CMS provided by the Contractor shall comply with all requirements of EPPH Contract Attachment 3.
 - f. The content management solution will facilitate easy, rapid and consistent creation of web content. The portal solution will host an external (public facing) environment, an Internal (employee facing) environment, and an environment for selected applications. The solution will interface with internal enterprise systems and external services as required to provide a rich visitor experience and facilitate customer self-service. The solution also will provide collaboration tools and social media features.
 - g. The EPPH Contractor will be responsible for the service infrastructure and EPP/CMS tiers of the overall solution. The initial phase of activity, named Transition-in, will include implementation of the solution and transition of the State's content and applications to it. The transition of the Internal (Intranet) websites, External (Internet) websites, and the Simple Applications shall be scheduled in waves, as determined by the State. The EPPH Contractor also will be responsible for operations once roll-out is complete. Operations include

maintaining and upgrading the EPP/CMS (with vendor patches), capacity planning, disaster recovery, performance monitoring and response, and security monitoring and response.

- h. Overall Project Management for the Enterprise Portal (EP) project will be addressed in the separate EPIS Contract. The Contractor for the EPIS Contract shall serve as the integrator for the EP project. As directed by the State, the EPPH Contractor under the present EPPH Contract shall work under the direction of the EPIS Contractor and shall cooperate fully with the State and the EPIS Contractor to ensure a successful Enterprise Portal (EP) project.

A.3. EPPH Contract Services Categories. The **EPPH Contract** comprises the following categories of services:

- a. Baseline Services
- b. Transition-In Project Services
- c. Variable Services

The EPPH Contractor shall provide the Baseline Services, Transition-In Project Services, and Variable Services within the State's specified timeframes. At the State's sole option end dates may be extended.

A.4. Baseline Services.

- a. Perform Operations and Support for the Enterprise Portal Platform and Content Management System (EPP/CMS)
- b. Provide Hosting for EPP/CMS
- c. Provide Support for EPP/CMS and Optional Complex Application Hosting
- d. Provide User Licensing

The above items are described in greater detail below.

A.5. Transition-In Project Services.

- a. **License EPP/CMS Software**
- b. Acquire and Configure the Cloud Infrastructure to Accommodate the State's EPP/CMS
- c. Implement the EPP/CMS
- d. Provide Support and Knowledge Transfer/Mentoring for EPP/CMS
- e. Establish Analytics Platform

The above items are described in greater detail below.

A.6. Variable Services.

- a. The EPPH Contractor shall perform Variable Services, as requested by the State through the Statement of Work (SOW) process. These Variable Services shall include, but not be limited to: additional operations and support, enhanced analytics, training, design as a service, and additional in-scope Consulting Services, etc.
- b. The State shall request EPPH Variable Services through the Variable Services Requests process described in EPPH Contract Section A.10.
- c. The State is in no way obligated to use the Contractor's Variable Services, and may use other contracts or means to obtain the same or similar Enterprise Portal Services.

- d. See EPPH Contract Attachment 4 for descriptions of the Contractor Staff Roles that will provide the Variable Services.
- e. In the event that the State discovers additional EPPH Contractor Staff Roles are necessary, the State shall add these Roles using the Non Pre-Priced Items process described in Contract Section A.27.
- f. The EPPH Contractor will be compensated for EPPH Variable Services in accordance with Contract Sections C.3.f, C.3.g, and C.3.h.

A.7. **Baseline Services – Detailed Obligations.**

A.7.a. Perform Operations and Support for the Enterprise Portal Platform and Content Management System (EPP/CMS).

- i. After successfully implementing the EPP, the EPPH Contractor will assume responsibility for conducting EPP operations and support. Operations and support shall include but not be limited to the following:
 - (1) Horizontal and vertical scaling,
 - (2) Redundant locations of the environments,
 - (3) Backup and restore,
 - (4) Updates and upgrades,
 - (5) Disaster recovery,
 - (6) Instant provisioning,
 - (7) 24/7/365 support, including monitoring and alerting. The EPPH Contractor shall monitor the hosting infrastructure and platform including the EPP/CMS tier for Up/Down and Performance (CPU, Memory, Disc, I.O.) and other mutually agreed characteristics essential to high quality delivery of portal-based websites and applications, The EPPH Contractor shall configure its monitoring tools to provide requested alerts to the State's IT Service Desk (Tier 1 support) so that the service desk can respond to such incidents effectively.
 - (8) The EPPH Contractor shall continue to provide Tier 3 support as initiated in the Transition-In Project (see EPPH Contract Section A.8.d.ii).
- ii. The EPPH Contractor will also provide insight and advice on best practices during transition of content and applications throughout the term of the Contract.
- iii. The EPPH Contractor will also guide and support the state throughout the Go-live process, and any new implementation within the environments.
- iv. The EPPH Contractor shall ensure that software vendor/publisher/manufacturer released security/critical patches are applied to the State's EPP/CMS instance(s) in a timely manner, per defined Service Level Agreement (SLA).
- v. The EPPH Contractor shall ensure that the State's EPP/CMS instance(s) always runs at the software vendor's current release level, contingent upon:
 - (1) Compatibility with the existing hosting infrastructure

- (2) Compatibility with existing State content, applications, and third party integrations (e.g., the State's Merchant Servicer).
- (3) State approval to implement in the operational (production) environments.
- vi. The EPPH Contractor shall perform routine database maintenance as needed to maintain acceptable EPP/CMS performance and minimize storage costs. Maintenance includes applying vendor/publisher/manufacture released patches in a timely manner, per defined SLA.
- vii. The EPPH Contractor shall ensure that the State's EPP/CMS database instance(s) always runs at the software vendor's current release level, contingent upon:
 - (1) Compatibility with the existing hosting infrastructure.
 - (2) Compatibility with existing State content, applications, and third party integrations (e.g., the State's Merchant Servicer).
 - (3) State approval to implement in the operational (production) environments.
- viii. The EPPH Contractor shall provide prior written communication to all users of the system of any planned down time or upgrades according to contractual requirements. The EPPH Contractor shall submit draft communications to STS for review and approval prior to sending the communication to Organizational Unit users.
- ix. The EPPH Contractor shall maintain the same EPP/CMS software (vendor/product) for the duration of the Contract and shall host all web environments (Internal, External, Mobile, And Simple Applications) using the same EPP/CMS and portal software, for the duration of the Contract.
- x. The EPPH Contractor shall operate all EPP/CMS environments (Internal, External, Mobile, and Simple Application; and optionally Complex Applications) with the goal of 24/7/365 availability according to defined SLAs.
- xi. The EPPH Contractor shall report EPPH SLA compliance status to the EPIS Contractor, for inclusion in the monthly status report to the Portal Advisory Committee.
- xii. The State shall compensate the EPPH Contractor for these services in accordance with Contract Sections C.3.b.vii.

A.7.b. Provide Hosting for EPP/CMS.

- i. The EPPH Contractor may elect to utilize a third party infrastructure and platform service instead of a Contractor owned and operated facility. In this case, the EPPH Contractor remains fully and directly responsible to the State for utilizing a third-party infrastructure and platform service provider that is FedRAMP, ISO27001, or SOC-2 Type 2 certified, and meets all State hosting requirements. The State reserves the right to require that the EPPH Contractor select and utilize a different third-party service if the State determines that the current service is deficient in any material way.
- ii. The State does not intend to be "locked in" to the EPPH Contractor for the provision of services under this Contract. Throughout the Contract Term, the EPPH Contractor shall assure that all hosting services are provided using hardware and software that are not proprietary to the EPPH Contractor. In this context, the State intends "proprietary" to mean that the State could not, without significant re-writing and expense, transfer the State's EPP/CMS to a vendor other than the EPPH Contractor. The only exceptions to this provision are cases in which the EPPH Contractor has received prior written permission from the State to introduce proprietary hardware/software.

- iii. The EPPH Contractor shall monitor workload and adjust capacity for short-term demand changes. The EPPH Contractor shall monitor site demand and performance and shall respond to temporary demand surges by adding capacity to restore performance in a timely manner according to the defined SLA.
- iv. The EPPH Contractor shall provide continuous real-time security monitoring and response for the hosting service and EPP/CMS.
 - (1) The EPPH Contractor shall implement and operate defensive tools including, but not limited to, Intrusion Prevention Systems (IPS) and a Web Application Firewall (WAF).
 - (2) The EPPH Contractor shall provide denial of service (DOS) prevention and remediation.
 - (3) The EPPH Contractor shall monitor site traffic continuously for malicious activity and respond immediately to mitigate or remediate such activity's effects bringing all reasonable resources to bear. The EPPH Contractor shall cooperate fully with any State activity to mitigate or remediate damage.
 - (4) The EPPH Contractor shall report any detected malicious activity to the State immediately upon detection. The EPPH Contractor shall keep the State informed of status during the event.
 - (5) Following an event, the EPPH Contractor shall investigate the event and produce a report covering the exploit/vulnerability used, the response activity, and recommendations to prevent this type of breach in the future. The EPPH Contractor shall cooperate with and assist the State in any subsequent investigation.
- v. The EPPH Contractor shall perform ongoing capacity evaluation and recommend long term capacity upgrades. The EPPH Contractor shall monitor site utilization, identify growth trends, and present estimates for additional capacity needed to the State. Upon State approval, the EPPH Contractor shall acquire or allocate the approved additional capacity.
- vi. The EPPH Contractor shall support addition of applications to the environments by determining the additional hosting capacity needed. Upon State approval, the EPPH Contractor shall acquire or allocate the approved additional capacity.
- vii. Disaster Recovery. The EPPH Contractor shall perform Disaster Recovery Services for EPP/CMS.
 - (1) The EPPH Contractor shall participate in a minimum of one (1) disaster recovery test per year on all environments to verify that the contractual disaster recovery objectives can be met. The EPPH Contractor shall provide disaster recovery test results for State review.
 - (2) In the event of a failure to meet one or more contractual disaster recovery objectives during the test, the EPPH Contractor shall provide a Remediation Plan to the State within 15 days of disaster recovery test completion.
 - (3) The EPPH Contractor shall, upon State approval of the Remediation Plan, execute the plan, complete remediation, and re-test to verify compliance with the contractual disaster recovery objectives. The EPPH Contractor shall demonstrate compliance to the State within 15 business days following State approval of the Remediation Plan unless granted additional time by the State.
 - (4) In case of a service outage, the EPPH Contractor shall participate in troubleshooting and recovery activities as specified in the consolidated disaster recovery plan and as required by the State.

viii. The State shall compensate the EPPH Contractor for these services in accordance with Contract Section C.3.b.vii.

A.7.c. Provide Support for Optional Complex Application Hosting.

i. The State will provide and maintain a hosting environment within the State's Data Centers for some/all Complex Applications to include infrastructure, middleware, middleware support, network, network support, database, and database support. The relative State and Contractor responsibilities with regard to administration and support in this environment are described in EPPH Contract Attachment 6.

Note that Contract Attachment 6 in its present form describes the relative responsibilities for Complex Applications that are hosted on-site in the State's Data Centers. In the event that the State chooses to host one or more Complex Applications off premises, the State and the EPPH Contractor will negotiate and mutually agree on appropriate revisions to EPPH Contract Attachment 6.

ii. The State is also open to hosting some or all of the Complex Applications at the EPPH Contractor's hosting environment.

iii. In the event that the State chooses to host Complex Applications with the EPPH Contractor, the support roles of the EPIS and EPPH Contractors are as follows:

(1) EPIS Contractor – provides Tier 2 and Tier 3 Support for Complex Application-related failures.

(2) EPPH Contractor – provides Tier 2 and Tier 3 Support for infrastructure, hosting, EPP/CMS and database management system software failures.

(3) In all of the above cases, the State shall provide Tier 1 support.

iv. Provide Monthly Account Management. The EPPH Contractor shall provide logs tracking the removal and addition of user accounts and privileges.

vi. The State will compensate the EPPH Contractor for these services in accordance with Contract Section C.3.b.vii.

A.7.d. Provide User Licensing.

i. The EPPH Contractor shall provide User Licenses for the following categories of users:

(1) Super Admin User

(2) Admin User

(3) Editor

(4) Viewer

(5) At the State's sole option, the State may also elect to license Viewers 2

ii. Licensure for Incremental Roll Out. The State intends to transition State Organizational Units' web-presence to the new Enterprise Portal in a phased manner, with two (2) blocks of eleven (11) State Organizational Units in each block, and two (2) blocks of ten (10) State Organizational Units in each block, for a total of forty-two (42) Organizational Units. Upon the State's written approval, for each group of Organizational Units that is transitioned, the Contractor may invoice the State for additional User License and Hosting fees, in accordance with EPPH Contract Section A.7.d.iii below.

- iii. The State shall compensate the EPPH Contractor for these services in accordance with Contract Sections C.3.b.ii, C.3.b.iii, C.3.b.iv, C.3.b.v, and, if applicable, C.3.b.vi.

A.8. **Transition-In Project – Detailed Obligations.**

A.8.a. **License EPP/CMS Software.** The EPPH Contractor shall work with the EPIS Contractor to ensure that the new EPP/CMS is acquired and licensed for the State as Software as a Service (SaaS), supported by appropriate Platform as a Service (PaaS) and Infrastructure as a Service (IaaS).

- i. Software license or terms of service incorporated into contract.
 - (1) The State reserves the right to require modifications to any software licensing provisions or terms of service in order to meet State legal requirements.
 - (2) All agreed upon software licensing provisions or terms of service shall be incorporated into this contract by means of inclusion in Contract Attachment 5, Additional Software License Provisions (If Applicable). State signature(s) on this Contract shall constitute the State's written agreement to the provisions or terms so included. **The State will not sign separate legal agreements.**
 - (3) If the EPPH Contractor is not the owner of rights to the proposed software, the EPPH Contractor shall act on the State's behalf to obtain the licensing rights required by the State.
- ii. Through this Contract, the State is securing a complete EP and Hosting Services solution, which meets all of the State's requirements specified herein. In the event that the EPPH Contractor must use third-party software (e.g., plug-ins or add-ons to the base EPP/CMS software) to comply with the State's requirements, to the greatest extent possible the use of third-party software shall be transparent to the State. The only instance in which the State shall be required to sign a third-party agreement shall be if the third-party refuses to allow the State to use software that is licensed to the EPPH Contractor. In this case, the EPPH Contractor shall provide proof of the third-party vendor's position in the form of an official, written and signed communication from the vendor in question.
- iii. **In the event that there is a one-time license fee associated with the EPP/CMS**, the State shall compensate the EPPH Contractor for these services in accordance with Contract Section C.3.b.i.

A.8.b. **Acquire and Configure the Cloud Infrastructure to Accommodate the State's EPP/CMS.**

- i. The EPPH Contractor shall assure that all hosting services are delivered, for the duration of the Contract, using infrastructure components that are not proprietary to the EPPH Contractor. The only exceptions to this rule are instances in which the EPPH Contractor has received prior written permission from the State to introduce proprietary infrastructure.
- ii. The EPPH Contractor shall conduct an initial capacity analysis to determine the cloud infrastructure and platform resources to acquire for or allocate to the State's environments. Upon State approval of the capacity analysis, the EPPH Contractor shall acquire or allocate the specified resources, install and configure the specified components/services, and verify that the cloud environment is functional and ready for EPP/CMS installation. The EPPH Contractor shall demonstrate the cloud infrastructure readiness to the State. Upon State approval of infrastructure readiness, the EPPH Contractor shall install the EPP/CMS software platform and make it ready to support the following:
 - (1) Migrate Simple Applications to the EPP/CMS
 - (2) Transition TN.GOV External Websites (Internet) to the EPP/CMS
 - (3) Transition KidCentral Website from Proprietary CMS to the EPP/CMS

- (4) Develop the Internal Website Environment and Transition the Content of the State Internal Websites (Intranet) to the EPP/CMS
 - (5) Perform forms, application, and website development on the EPP/CMS
- iii. The EPPH Contractor shall install and configure the EPP/CMS to operate on a cloud or hybrid infrastructure at the discretion of the State.
 - iv. The EPPH Contractor shall ensure that the hosting environment is configured to be compliant with the Tennessee *Enterprise Information Security Policies* in effect at the time of Contract signing.
 - v. Environment Security Capabilities. The EPPH Contractor shall provide an EPP/CMS environment with the following capabilities:
 - (1) Self-service stateful firewall.
 - (2) Distributed denial-of-service attack mitigation.
 - (3) Multifactor authentication.
 - (4) Administrative credentials for Virtual Machines are issued in a secure fashion.
 - (5) Cloud service provider's personnel are United States citizens and have passed background checks.
 - (6) All administrative access, configuration changes and provisioning actions are logged.
 - (7) Logs are retained for 120 days. The logs shall be retained by the contractor and provided to the State upon request.
 - (8) Previously used storage is overwritten before it is reallocated to another customer.
 - (9) Physical media are sanitized before disposal in accordance with the NIST SP 800-88 standard.
 - vi. EPPH Security Standards and Regulatory Compliance. The EPPH Contractor shall assure that the hosting environment is compliant with or supports compliance with applicable standards, laws, and regulation (see below).
 - (1) Federal Information Security Management Act (FISMA)
 - (2) Federal Risk and Authorization Management Program (FedRAMP); **OR**
ISO27001; **OR**
SOC-2 Type 2
The EPPH Contractor shall provide annual written proof of certification in one or more of the above.
 - (3) Compliant with NIST Special Publication 800-53, Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations (as amended).
 - (4) Family Educational Rights and Privacy Act (FERPA)
 - (5) IRS Publication 1075 *Tax information Security Guidelines For Federal, State and Local Agencies* (October 2014 or later). For additional compliance requirements, see Contract Attachment 9.
 - (6) ISO27001 (International Standard for an information security management system)
 - (7) SSAE16 (Statement on Standards for Attestation Engagements, System Organization Control 1, SOC 1) or System Organization Control 2 (SOC 2) - preferred
 - (8) Payment Card Industry Data Security Standard (PCI DSS) v 3.1 or later. **The EPPH Contractor shall provide annual written proof of certification of PCI compliance.**
 - (9) Health Insurance Portability & Accountability Act (HIPAA); see Contract D.20.

(10) Health Information Technology for Economic and Clinical Health (HITECH); see Contract D.20.

(11) Children's Online Privacy Protection Act (COPPA)?

(12) Automated Clearing House (ACH), Electronic Funds Transfer (EFT)

(13) Personally Identifiable Information (PII); see Contract E.9.

The EPPH Contractor shall make relevant audit or certification reports available for State review upon request.

vii. Compute Resilience. The EPPH Contractor shall provide an EPP/CMS environment with the following capabilities:

- (1) Reduction of maintenance downtime through live migration of virtual machine images.
- (2) Automated replication across data centers if needed to meet performance requirements and service level agreements.

viii. Architecture Flexibility. The EPPH Contractor shall provide an EPP/CMS environment with Local storage and virtual machine-independent block storage.

ix. User Management. The EPPH Contractor shall provide an EPP/CMS environment with the following capabilities:

- (1) Multiple users per account and multiple API keys per account.
- (2) Granular, role-based access control for both users and API keys.
- (3) Integration with Active Directory and SAML-based single sign-on.

x. Enterprise Integration. The EPPH Contractor shall provide an EPP/CMS environment with the following capabilities:

- (1) Import and export of data on physical media.
- (2) State can directly extend their enterprise WAN to the cloud infrastructure, if needed.
- (3) Can use the State's choice of private IP addresses from RFC 1918 address allocations, if needed.

xi. Automation and DevOps Enablement. The EPPH Contractor shall provide an EPP/CMS environment with the following capabilities:

- (1) No maintenance windows that result in the network ("control plane") or API being unavailable.
- (2) Monitoring tools have the capability to issue alerts to the State's IT Service Desk.

xii. Scaling. The EPPH Contractor shall provide an EPP/CMS environment with the following capabilities:

- (1) Resizing a virtual machine without re-provisioning it, whenever technically feasible.
- (3) Front-end load balancing.
- (4) Global load balancing with latency-based request routing.

xiii. The EPPH Contractor shall provide document management capabilities.

(1) If the EPPH Contractor's EPP/CMS platform provides sufficiently robust document management capabilities, at the State's option, the State may choose to make use of this functionality. If so, the EPP/CMS platform must provide, at a minimum, the following capabilities:

(a) Enterprise file/sync and share

- (i) Ability to access documents anywhere on any device. (Etc. OwnCloud)
- (ii) Ability to sit on top of, or integrate with, other File/Sync/Share environments.
- (iii) Audit the information on who downloaded/participated in sharing/ and accessed the information.
- (iv) Logging and reporting of this information is required.

(b) Custom Data Retention Policy Compliant (RDA)

- (i) Multiple policy support based on the RDA policy of the document.
- (ii) Ability to assign documents to different retention policies by selecting from a drop down/radio button, etc.
- (iii) Ability to flag important documents or move to a designated location to be reviewed for possible purging.

(2) Otherwise, if the EPPH Contractor's EPP/CMS platform does not provide document management, or the State chooses not to use the EPPH Contractor's document management solution, the EPPH Contractor shall integrate with the State's existing document management environment (e.g., SharePoint/FileNet). In this case, the Contractor's integration must provide file sharing for both internal and external web presences and this file sharing must be secure.

xiv. The State shall compensate the EPPH Contractor for these services in accordance with Contract Section C.3.b.i.

A.8.c. Implement the EPP/CMS.

- i. The Enterprise Portal Platform and Hosting (EPPH) Contractor shall configure and install all necessary software for three major environments: External (Internet), Internal (Intranet), and Application environments. The Internal environment of the EPP/CMS shall include all internal sites for State Organizational Units and may also include some community websites that are used by groups outside of State government with the approval of the State.

The Contractor shall prioritize the Internal (Intranet) set up, including associated Simple Applications ahead of the other environment configurations/installs.

- ii. The EPPH Contractor shall develop the following strategies and plans:
 - (1) EPPH Communication Plan for hosting service and EPP/CMS software events (planned and unplanned)
 - (2) EPPH Audit Plan
 - (3) EPPH Security Plan (Architecture, Operations, and Incident Response)
 - (4) EPPH Disaster Recovery Plan (a subset of the overall Disaster Recovery Plan, in cooperation with the EPIS Contractor)
- iii. The administration of the EPP shall be centralized. The EPPH Contractor shall configure the EPP to facilitate the State's central administration privileges. The EPPH Contractor shall conduct all administrative activities in a centralized manner in conjunction with the State and shall not work independently with Organizational Units with regard to administrative privileges. Any changes the EPPH Contractor intends to make must be approved by Strategic Technology Solutions and communicated to the users of the system.
- iv. The State shall compensate the EPPH Contractor for these services in accordance with Contract Section C.3.b.i.

A.8.d. Provide Support and Knowledge Transfer/Mentoring for EPP/CMS.

- i. Familiarization with Customer Service Process and Procedures. During the Transition-In Project of the Contract, the EPPH Contractor's customer service staff will familiarize themselves with the State Enterprise Portal and customer service process and procedures required to support the EPPH Contract. The relative State and EPPH Contract customer service responsibilities are found in Contract Attachment 7.
- ii. Assume Responsibility for Tier 3 support. The EPPH Contractor shall, after familiarizing their Customer Service staff with the State Enterprise Portal and customer service process and procedures, assume responsibility for conducting Tier 3 support per the following requirements and the SLAs defined in EPPH Contract Attachment 2.
 - (1) The EPPH Contractor shall provide infrastructure hardware and software support along with database and EPP/CMS software support. In the provision of Tier 3 support, the EPPH Contractor shall make all required changes for the EPP/CMS platform. Support is to include but not be limited to resolution of State-reported EPP/CMS software failures and needed enhancements due to infrastructure, security or end-user environment changes.
 - (2) The Contractor shall provide Tier 3 Support 24x7x365.
 - (3) The EPPH Contractor shall use the State's ticketing system for all Tier 3 support (tracking service requests in an Excel spreadsheet is not acceptable). The State will report Tier 3 issues to the EPPH Contractor in writing, via the State's ticketing system. The EPPH Contractor shall record, track, resolve, and report the resolution back to the State IST, using the State's ticketing system.
 - (4). Telephone/E-Mail/Web Support. The EPPH Contractor must be available by telephone/e-mail/web support 24/7/365. Additional web environments may be created to support this communication by the EPPH Contractor providing or assisting with creation of a knowledge base portal, which can expand over the length of the project.
 - (5) Offer self-service support. The EPPH Contractor shall ensure that thorough and accurate self-service support materials and facilities are readily available to portal users. Such materials include downloadable product manuals, FAQs, Wikis, Product Blogs, and User Communities/Discussion Groups.
- iii. Perform Customer Relations Management (CRM). CRM requirements include the following:
 - (1) Logging, updating, and monitoring of all Tier 3 support interactions.
 - (2) Managing of Information Technology Service Management (ITSM) tickets within SLAs.
 - (3) Review of ticket logs with the State on an agreed upon schedule and manner. This includes various reports that will help the State and vendor in meeting SLAs and reducing frequent inquiries and issues.
 - (4) Use of web-enabled applications to facilitate and communicate to the portal users with the approval of the State. This includes the use of mailing lists, forums, or other technologies to update users on the Internal/external websites information, or specific websites, navigational tools and search engines, bulletin services, and other web services that the EPPH Contractor can incorporate into the Internal environment to provide additional information to users.
- iv. Provide Knowledge Transfer to State Technical Staff for EPPH.
 - (1) The EPPH Contractor shall provide knowledge transfer on cloud infrastructure operations, administration, and management including, but not limited to: performance monitoring, horizontal and vertical scaling procedures, storage scaling, bandwidth

scaling, malicious activity detection and response, maintenance and upgrade procedures, and disaster recovery procedures (backup, restore, and failover if applicable).

- (2) The EPPH Contractor shall provide knowledge transfer on the operations, administration, and management of the EPP/CMS software including, but not limited to: current configuration; configuration capabilities; configuration change procedures; user identity and access management; template creation and library management; site creation, configuration, administration and removal; content management (archiving and un-archiving, publishing, and retracting).
- (3) The EPPH Contractor shall support multiple methods of knowledge transfer including, but not limited to: State staff review of installation-specific documentation, discussion meetings, State staff participation in operations and administrative activities, and "shadowing" by State staff of EPPH Contractor staff as they go about their duties.

- v. The State shall compensate the EPPH Contractor for these services in accordance with Contract Sections C.3.b.ii, C.3.b.iii, C.3.b.iv, C.3.b.v and, if applicable, C.3.b.vi.

A.8.e. Establish Analytics Platform.

- i. The EPPH Contractor shall establish a website standard analytics capability within the new EPP/CMS for Internal/external environments, mobile environments, and Simple Applications. Analytics will include, but not be limited to: top hit rates of pages/links/files/buttons, iOS detail hits, screen resolutions, demographic information, geographic information, as well as real time analytics of how many users Internal/external are on the web presences at a given time.
- ii. The EPPH Contractor shall establish these reporting methods on a dashboard like environment which can be limited down to a specified sub site, page, or button.
- iii. The EPPH Contractor shall configure reports to run automatically on a schedule as determined by the State and be distributed to a list of users automatically as determined by the State.
- iv. The State shall compensate the EPPH Contractor for these services in accordance with Contract Sections C.3.b.i.

A.9. Non-Proprietary Infrastructure. The EPPH Contractor shall assure that all hosting services are delivered using non-proprietary infrastructure for the duration of the Contract. The only exceptions to this rule are instances in which the EPPH Contractor has obtained prior written permission from the State to introduce proprietary infrastructure.

A.10. Variable Services Requests. At various times throughout the term of the Contract, it may become necessary to develop new Portal applications, enhance existing applications, or otherwise provide new Portal functionality and/or technology.

- a. Preliminary Research. The State will request such enhancement/development work through a written request to the EPPH Contractor. Upon receiving the written request, the EPPH Contractor will, in a timely fashion, perform sufficient preliminary analysis to enable the EPPH Contractor to provide the State with a written and verbal report outlining the available options, general application design characteristics, feasibility recommendations, and a broad estimate of the overall cost of the various options.

After the EPPH Contractor has made its report to the State, the State will make a determination regarding proceeding with the enhancement/development work and will inform the EPPH Contractor of the outcome in writing. If the decision is made to proceed with the work, the State shall execute the Variable Services Request Process described below.

In addition to State-requested enhancement/development work, the EPPH Contractor may also recommend potential enhancement/development projects for consideration by the State based upon the EPPH Contractor's understanding of a need to enhance the Enterprise Portal

or provide new functionality and/or technology. The State must approve such EPPH Contractor-initiated recommendations in writing. If the State does approve the recommendation, it will follow the same process as State-initiated requests; beginning with preliminary analysis and, at the State's discretion, proceeding through the Variable Services Request Process.

b. Variable Services Request Process.

- i. The State may, at any time prior to the end of the Enterprise Portal Contract, and with written notice to the EPPH Contractor, request changes to work products within the general scope of the Contract. The requested changes will be project-based and may include the types of services outlined in EPPH Contract Section A.6 (Variable Services).
- ii. The requesting State Organizational Unit will, with assistance from the EPPH Contractor as required, create an SOW in sufficient detail such that the EPPH Contractor can adequately determine the level of effort involved in order to provide a Project Proposal with associated costs back to the State. The SOW will include a description of the project and proposed solution, high-level goals, expectations and objectives, and what the project will deliver. The EPPH Contractor may request additional detail or elicit additional requirements to augment their understanding of the request as necessary. This SOW will constitute the detailed description of the tasks/work required to perform the Variable Services Request. The State will provide the written SOW to the EPPH Contractor.
- iii. Within fifteen (15) calendar days after receiving the written SOW the EPPH Contractor will provide the State with a Project Proposal. If, due to the complex nature of the SOW, the EPPH Contractor determines that more time is needed to prepare the Project Proposal, the EPPH Contractor will request in writing (Memorandum) to the State Designee from Strategic Technology Solutions a request for an extension with the specified additional time needed. The Memorandum will be maintained as part of the official Contract file. The Project Proposal will include at a minimum:
 - Project Background and Objectives
 - Project Scope, Approach and Associated Deliverables
 - the effect, if any, of implementing the requested change(s) on all other services required under this Contract
 - the specific effort involved in completing the change(s)
 - A Staffing Plan, including the roles and responsibilities of Project Team Members
 - the maximum number of person hours required for the change(s)
 - Project Assumptions
 - Project Schedule / Timeline
 - Estimate of the total cost to complete the project. The EPPH Contractor shall provide an itemization of all costs that compose this price.

For any professional services costs, the Contractor shall use the Variable Services Hourly Rates detailed in Contract Sections C.3.f. The cost associated with the Project Proposal shall specify the total cost based on the number of staff-hours required to complete the change, times the corresponding hourly rate bid by the EPPH Contractor.

The State shall be able to account for every professional services cost that makes up the total by reference to Contract Section C.3.f; there shall be no other costs that are not given in this Contract section.

- Estimation technique used with the associated parameters that justifies the cost of the project
- iv. Assuming that the State and the EPPH Contractor agree upon the proposed cost, the State approves the Project Proposal, and the State wishes to proceed with the Variable Services Request, the State shall provide the EPPH Contractor with a written authorization to begin the work. The EPPH Contractor shall not begin work under the SOW/Project Proposal/Variable Services Request until these documents are approved by the Information Technology Assessment and Budget Committee (IT-ABC), STS, the State Organizational Unit, and the Portal Advisory Committee (PAC). In no event shall the EPPH Contractor begin any new application development, modernization of existing applications, or any other application change for any State Organizational Unit prior to receiving written State approval. The State shall not be liable to compensate the Contractor for any such work undertaken without written State approval.

If approved, the State will sign the Project Proposal, and it shall constitute a Variable Services Request between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

The EPPH Contractor shall maintain sufficient staff to begin Variable Services Request related work immediately upon receiving the appropriate State approvals.

- v. The EPPH Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the EPPH Contractor written approval.
- vi. The State will remunerate the EPPH Contractor only for acceptable work. All acceptable work performed pursuant to an approved Variable Services Request, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.f, PROVIDED THAT, with regard to professional services, the State shall be liable to the EPPH Contractor only for the cost of the actual person hours worked to complete the Variable Services Request work, not to exceed the maximum cost for the change detailed in the Project Proposal. In no instance shall the State be liable to the EPPH Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved Project Proposal authorizing the service. Upon State approval of the Variable Services Request work, the EPPH Contractor shall invoice the State in accordance with the relevant provisions of this Contract.
- vii. The State shall have the option to cancel the Variable Services Request project at any point in the project lifecycle. In this event, and upon receiving from the EPPH Contractor adequate documentation of the work completed as of the date of project termination, the State shall compensate the EPPH Contractor for work that has been satisfactorily completed.

A.11. Variable Services Consulting Staff.

- a. Oversight. While Variable Services and associated resources are required on an as-needed basis, the responsibility for oversight of any Variable Services and associated resources rests with the EPPH Contractor, with the State having the final right of determination as to the quality of the work.
- b. Consulting Services. The State may request, via the Variable Services process delineated at Contract Section A.10, Portal Consulting Services to perform Variable Services project-based work including, but not limited, to: enhancement of the Enterprise Portal; maintaining

compliance of the Enterprise Portal / Web Applications with federal and state standards, regulations and policies; development of new web-based / JAVA or .NET Applications; development of new websites; enhancement of existing applications; and development / enhancement of other browser-based functionality (State Intranet).

- c. Use of Portal Consulting Services. There is no guarantee that the State will use any of the EPPH Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services. The State reserves the right to use other available means of providing the types of consulting services described above if the State determines that it will be more cost-efficient and/or in the best interests of the State.
 - d. Remuneration for Portal Consulting Services. Remuneration for any such Portal Consulting Services shall be based on the applicable payment rate(s) detailed in Contract Section C.3.f – Variable Services Hourly Rates of this Contract.
 - e. Portal Consulting Services Classification Skills. The EPPH Contractor's Portal Program Oversight will provide the necessary Portal Consulting Services staff to plan and execute Variable Services projects. Assigned staff may satisfy multiple roles. Consulting Services staff must meet the Classification Skill requirements as outlined in Contract Attachment 4 (EPPH Contractor Staff Roles) that correspond to the EPPH Contractor's hourly rates at Contract Section C.3.f. In the Classifications listed in Contract Attachment 4, the State has identified specific development languages, such as JAVA and .NET, which, as of the begin date of this Contract, are State standards. However, from time to time the State may add products to the list of accepted State standards, or accept waiver requests to allow applications to be developed using Non-State standard products. The same rates and equivalent experience levels shall apply to the pertinent classifications.
 - f. In the event that the State determines that additional EPPH Contractor Staff Roles are required, the State may add these using the Non Pre-Priced Items process (Contract Section A.27)
- A.12. System Infrastructure and Hosting Approach. The EPPH Contractor's approach to hosting the application types that compose the EPP/CMS are as follows:
- a. General System Infrastructure. The EPPH Contractor will provide the CMS software and hosting of the CMS software for the EPPH. The EPPH Contractor will configure setup, maintain, and upgrade the hosting and software when applicable.
 - b. Simple Applications. The EPPH Contractor will host and provide needed software to produce Simple Applications and the hosting environment in which internal and external users of the environments can access and use them.
 - c. Mobile Applications. The EPPH Contractor will host and provide needed software to produce Mobile Applications and the hosting environment in which internal and external users of the environments can access and use them.
 - d. External (Internet). The EPPH Contractor will host and provide needed software to produce External facing (Internet) websites and the hosting environment in which internal and external users of the environments can access and use them.
 - e. Internal (Intranet). The EPPH Contractor will host and provide needed software to produce Internal facing (Intranet) websites and the hosting environment in which internal and external users of the environments can access and use them.
- A.13. EPP Project Management. In performing the services under this Contract, the EPPH Contractor shall work under the direction of the State and the EPIS Contractor. The EPIS Contractor will serve as the integrator of the Enterprise Portal services.

- A.14. DNS and Domain Name Policy. The EPPH Contractor shall comply with the State's DNS and Domain Name Policy as it is developed and maintained throughout the term of the Contract. All DNS and Domain Name information shall be managed by the State's Strategic Technology Solutions (STS).
- A.15. Service Level Agreements (SLAs). The EPPH Contractor shall comply with the SLAs detailed in EPPH Contract Attachment 2.
- A.16. Requirement to Keep Technology Current.
- a. The State's EPP/CMS system (hardware and software) must be appropriately scaled to meet performance requirements, and to stay current with technologies and capabilities of the portal industry. Any upgrades to portal technology must be communicated with the State's Strategic Technology Solutions (STS).
 - b. The EPPH Contractor will work through the State Designee from Strategic Technology Solutions in responding to Organizational Unit requests for service in upgrading portal functionality and/or technologies through the Contract.
- A.17. Transfer/Assignment of Third-Party Agreements to the State.
- a. In the event that the EPPH Contractor holds any third-party agreements that enable the EPPH Contractor to fulfill its obligations under this Contract, at the State's option, the State may request that the EPPH Contractor convey such agreements to the State.
 - b. As requested by the State, and to the degree allowed by the owners of the agreements in question, the EPPH Contractor agrees to assign to the State or, if the State so chooses, to a replacement contractor any leases, maintenance, support and other agreements used by EPPH Contractor in connection with the delivery of Portal services and work products. The EPPH Contractor's performance of all obligations under such leases, maintenance, support and other agreements with respect to periods prior to the date of assignment to the State or the replacement vendor are the sole responsibility of the EPPH Contractor. The EPPH Contractor agrees to reimburse the State for any damages realized resulting from any claims arising from EPPH Contractor's failure to meet their various obligations under the agreement prior to assignment to the State or the replacement contractor, if any.
- A.18. Must Comply with Industry Best Practices. The EPPH Contractor must comply with industry best practices in the provision of services under this Contract.
- A.19. Non-Disclosure Agreement with Incumbent Vendor, If Applicable. The EPPH Contractor shall sign any Non-Disclosure agreements required by the Incumbent Vendor to enable the EPPH Contractor to access information (documentation, software, etc.) necessary to provide the services described herein.
- A.20. EPP/CMS Transition-Out and Closeout Plan.
- a. Protection of Enterprise Portal Network Operations during Transition-Out.
 - i. During the last year of the Contract or beginning upon State notice of its intent to terminate the Contract, the EPPH Contractor will cooperate with the State and assist in planning for an orderly exit strategy in order to protect the Enterprise Portal operations during Transition-Out.
 - ii. The Enterprise Portal created under this procurement shall remain operational during the Transition-Out period. In the event that a different EPPH contractor is awarded the subsequent contract, the EPPH Contractor shall provide continuing services as the State transitions itself to receive such services from the new EPPH contractor.

- b. Finalize the Portal Program Transition-Out and Closeout Plan. A copy of the initial proposed Transition-Out and Closeout Plan was added to the Project File at the Contract Start Date. The EPPH Contractor will update the Transition-Out and Closeout Plan and provide it to the State Designee from Strategic Technology Solutions for review and approval twelve (12) months prior to the end of the Contract, or upon State notice of its intent to terminate the Contract. The Transition-Out and Closeout Plan will include:
 - i. A comprehensive narrative that illustrates how to exit the portal contract, while ensuring seamless transition of the EPPH Contractor's responsibilities to another entity (a new contractor or the State) without interruption of portal operations or availability. The EPPH Contractor shall update the initially proposed exit narrative to cover all current portal services as currently implemented.
 - ii. The procedures for delivery of all materials or assets needed to recreate the current hosting environment and provide current Baseline Services to another entity (new contractor or the State). The EPPH Contractor shall update the initially proposed procedures as needed to address the current state (location, format, media, etc.) of all materials to be delivered.
 - iii. Procedures for the destruction of all Contractor-held copies of State data including hard copies and sanitization/wiping of electronic copies along with certification of destruction. The EPPH Contractor shall update the initially proposed procedures as needed to address the current state of all materials to be destroyed.
- c. Prepare a comprehensive, detailed inventory of all materials or assets needed to recreate the current hosting environment and provide current Baseline Services. Assets to be inventoried include design documentation, system administration instructions, software configuration files, scripts, etc. These assets will be delivered to the State or the new contractor according to the approved Portal Program Transition-Out and Closeout Plan.
- d. Execute the Portal Program Transition-Out and Closeout Plan. When requested by the State Designee from Strategic Technology Solutions, the EPPH Contractor will execute the Portal Program Transition-Out and Closeout Plan.
 - i. The EPPH Contractor shall destroy all hard copies of State's confidential data and sanitize/wipe all digital copies. The EPPH Contractor shall provide proof to the State that this was done.
- e. The State will request these services as Variable Services using the SOW process, and the State shall compensate the EPPH Contractor for these services in accordance with Contract Sections C.3.f, C.3.g, C.3.h, and C.3.i.

A.21. Warranty. EPPH Contractor represents and warrants that, for a period of twelve (12) months, or until the end of the Contract Term, whichever period of time is longer, from acceptance or placement into production of the final system software deliverable, ("Warranty Period"), the final system software deliverables provided under this Contract shall conform in all material respects to the applicable requirements agreed to by the parties in writing (e.g. via an accepted design deliverable) (the "Requirements"). Any nonconformance in all material respects of the final system software deliverable to the Requirements of this Contract shall constitute a "Defect" and shall be considered "Defective." If EPPH Contractor receives notice of a Defect during the Warranty Period, reasonably describing the Defect, including identification of the applicable Requirements not met, then EPPH Contractor shall correct the Defect, at no additional charge.

EPPH Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in EPPH Contractor's industry.

If EPPH Contractor fails to provide the goods or services as warranted, then EPPH Contractor will re-provide the goods or services at no additional charge. If EPPH Contractor is unable or

unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to EPPH Contractor for the Defective goods or services.

To the extent required to satisfy the Warranty Period defined above, the provisions of this Warranty section shall survive the termination of the Contract.

- A.22. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by EPPH Contractor under this Contract, including all deliverables. State will be entitled to test all deliverables to determine whether they operate in accordance with, and otherwise conform to, the Acceptance Criteria. "Acceptance Criteria" means the criteria by which each deliverable will be evaluated for purposes of determining acceptance by State, which shall include the functional, technical, design and performance characteristics and other requirements specifically set forth or incorporated by reference in this Contract. Contractor will provide (at no additional cost to State) such assistance as State may reasonably require to conduct the acceptance testing. State shall have thirty (30) days following the date a deliverable is received to conduct Acceptance testing, and the State may use its own internal test procedures.

If State determines that a deliverable successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, then State will notify Contractor that State accepts the deliverable ("Acceptance"). If State determines that a deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then State will provide Contractor, within ten (10) days of completion of the testing phase detailed in this Section, with a notice describing the Defect(s). Contractor will have ten (10) business days following the date it receives State's notice of Defect to correct the deliverable, at no additional cost to State. If Contractor delivers a corrected version of the deliverable, then State will be entitled to repeat the testing process. If (through no fault of State) Contractor fails to deliver, within the ten (10) day period, a version of the deliverable that conforms to the Acceptance Criteria, then State may reject the deliverable upon written notice to Contractor, without financial liability or obligation. State shall not be deemed to have accepted a deliverable unless State notifies Contractor that the deliverable has successfully passed the Acceptance testing by providing the Acceptance notice or unless a period of forty (40) days has elapsed since the State received the deliverable without the State providing notice of a Defect. Acceptance of a deliverable shall not constitute a waiver of any rights State may have based on Contractor's warranties.

- A.23. Enterprise Portal Governance Structure.

- a. The State intends to use its existing Governance Structure throughout the term of this Contract.
- b. The State reserves the right to modify this Governance Structure at any point during the Contract Term, if the State deems such modifications to be necessary and in the State's best interest.

- A.24. Application Data Ownership and Off-Shore Storage Prohibition. All Enterprise Portal Data shall be, at all times and regardless of the location or in-transit nature of the data, during the term of the Contract and in perpetuity after the Contract term has expired, the exclusive property of the State. The Contractor shall not transfer or store Enterprise Portal Data outside of the continental United States.

- A.25. CLOUD (CSP – Cloud Service Provider). If the Contractor is providing a cloud service (CSP), they are required to meet all the security controls stated in the Tennessee Enterprise Information Policy, along with being FedRAMP, ISO27001, or SOC-2 Type 2 certified, and present proof to the state on an annual basis that they have maintained this certification. In addition to these requirements, the State of Tennessee will also require that **no data** will reside outside of the Continental United States.

- A.26. Encryption. The EPPH Contractor must ensure that all confidential data is encrypted while at rest and in transit.

A.27. Non Pre-Priced Items.

- a. During the course of this Contract, the State may request that the EPPH Contractor update the Contract product or service offerings with additional line items, otherwise known as “Non-Prepriced Items” or “NPIs.” The NPIs shall be within the general scope of services. The State shall provide the EPPH Contractor with a written description of the NPI, and the EPPH Contractor shall submit a price to the State for the NPI.
- b. The State requires that the pricing offered to the State for NPIs be competitive with pricing offered to the market in general. The EPPH Contractor must provide detailed documentation to the State to substantiate the proposed cost(s). This documentation may be in the form of invoices to the vendor, records of employment costs, component costs, or other documentation that clearly and specifically verifies the cost of the input resources to the EPPH Contractor.
- c. For any input resource that is a component of an NPI, or for the NPI itself, the State shall have the option to require the EPPH Contractor to obtain three (3) bids for the item(s) in question. If the State invokes this option, the EPPH Contractor must incorporate the item(s) with the lowest bid price into its NPI proposed cost. In this event, the EPPH Contractor will provide to the State records of the bid process to substantiate that the lowest bid price(s) were used.
- d. If the State and EPPH Contractor reach an agreement regarding the service(s) and the cost(s) associated with the addition, the State will add the new line items to the Contract, through the Contract amendment process. Such amendments shall be signed by the EPPH Contractor and the head of the procuring State Organizational Unit and approved by other State officials as required by State Laws and Regulations. The EPPH Contractor shall not commence additional work until the State has issued a written Contract amendment and secured all required approvals.
- e. All EPPH Contractor, Supplier, or Subcontractor pricing information used in determining the price(s) for NPIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

A.28. Payment Card Industry Data Security Standard (PCI). The EPPH Contractor shall be a Payment Card Industry (PCI) Data Security Standard (DSS) Compliant Service Provider and annually provide the State with a copy of its revalidation PCI DSS (or its successor) Compliance Letter and annual Report on Compliance (ROC). The EPPH Contractor shall also provide the State with copies of quarterly network scans performed by an Approved Scan Vendor (ASV). The EPPH Contractor shall provide the documentation within thirty (30) calendar days of its receipt from the card associations or vendor. The documentation shall be provided to the State.

A.29. Security Audit. The State may conduct audits of EPPH Contractor’s compliance with the State’s Enterprise Information Security Policy (“The Policy”) or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: https://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf. The State’s right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State’s discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to EPPH Contractor’s compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

EPPH Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to EPPH Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and EPPH Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. EPPH Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

A.30. No PCI Data on State Computers or Network. The Contractor shall assure that absolutely no PCI information is stored on State infrastructure. Also, the Contractor shall assure that no PCI information traverses the State's computers or network in an unencrypted form.

A.31. Work Location of EPPH Contractor Staff.

- a. With the exception of Project Managers, the work location of EPPH Contractor staff shall be the EPPH Contractor's work site or other State-approved location. The EPPH Contractor shall supply all office space, equipment, connectivity, and supplies required by EPPH Contractor personnel.
- b. The EPPH Contractor must ensure EPPH Contractor staff is accessible as necessary to coordinate and execute the applicable Variable Services project in an efficient and effective manner. The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any EPPH Contractor staff requiring remote access). The State will charge the EPPH Contractor for VPN accounts; and such expenses shall be deducted from the EPPH Contractor's invoices to the State.
- c. The State reserves the right to request that any required EPPH Contractor staff be located in the Metropolitan Nashville area, if this is deemed by the State to be in the project's best interest.

A.32. EPP/CMS Acquisition/Configuration Deadline.

- a. The EPPH Contractor shall ensure all contract requirements in EPPH Contract Sections A.8.a, A.8.b, A.8.c, and A.8.e are successfully completed for the EPP/CMS Acquisition/Configuration by no later than one (1) month from the Contract Start Date.
- b. The State shall evaluate the completion of the EPP/CMS Production installation and configuration in accordance with the conditions stated in Contract Sections EPPH Contract Sections A.8.a, A.8.b, A.8.c, and A.8.e. Written State approval of the acquisition/configuration is required. Inspection and acceptance of the acquisition/configuration shall be conducted as set forth in Section A.22.
- c. In the event the EPP/CMS Acquisition/Configuration Deadline is not met for any reason other than solely due to actions or inactions of the State or solely due to a Force Majeure event as set forth in Section D.24, the State shall have the right to assess and recover from the EPP/CMS Contractor liquidated damages of **Five Thousand Dollars (\$5,000) per day**, for every calendar day beyond the EPP/CMS Acquisition/Configuration Deadline; such damages to cease upon the completion and written State approval of the EPP/CMS Acquisition/Configuration.

A.33. In the event that the State awards a subsequent EPIS Contract, the State will incorporate into the subsequent EPIS Contract invoicing language that is the same as, or similar to, the billing/invoicing language that appears in the current EPIS Contract, Section C.5. In the event that there is no subsequent EPIS Contract and the State decides to perform the ongoing integration

services itself, the EPPH Contractor will invoice the State in accordance with the billing/invoicing provisions of the EPPH Contract, Section C.5.

B. TERM OF CONTRACT:

This Contract shall be effective on June 2, 2016 (“Effective Date”) and extend for a period of eighty-four (84) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the EPPH Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). This Contract does not grant the EPPH Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the EPPH Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to EPPH Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the EPPH Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the EPPH Contractor.

C.3. Payment Methodology. The EPPH Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The EPPH Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. For the following services, as defined in Section A, the EPPH Contractor shall be compensated based upon the following payment methodology. The Contractor shall invoice the State no more often than monthly:

	Goods or Services Description	Amount (per compensable increment)							
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
i.	Prepare the Cloud Infrastructure, Implement the EPP/CMS, and Train State Users: (1) 5% paid upon completion of Licensing the EPP/CMS Software [EPPH Contract Section A.8.a.] (2) 15% paid upon completion of acquisition and configuration of the Cloud Infrastructure [EPPH Contract Section A.8.b] (3) 80% paid upon completion of EPP/CMS Implementation [EPPH Contract Sections	\$Number Each							

	Goods or Services Description	Amount (per compensable increment)						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	A.8.c and A.8.e]							
ii.	User License Fee – Super Admin User [EPPH Contract Section A.7.d and A.8.d]	The State shall compensate the EPPH Contractor based upon the rates in the EPPH Contractor Services Catalog, taking into account any discounts, the latest version of which is on file with the State.						
iii.	User License Fee – Admin User [EPPH Contract Section A.7.d and A.8.d]	The State shall compensate the EPPH Contractor based upon the rates in the EPPH Contractor Services Catalog, taking into account any discounts, the latest version of which is on file with the State.						
iv.	User License Fee – Editor [EPPH Contract Section A.7.d and A.8.d]	The State shall compensate the EPPH Contractor based upon the rates in the EPPH Contractor Services Catalog, taking into account any discounts, the latest version of which is on file with the State.						
v.	User License Fee – Viewer [EPPH Contract Section A.7.d and A.8.d]	The State shall compensate the EPPH Contractor based upon the rates in the EPPH Contractor Services Catalog, taking into account any discounts, the latest version of which is on file with the State.						
vi.	User License Fee – Viewer 2 [EPPH Contract Section A.7.d and A.8.d]	If applicable, the State shall compensate the EPPH Contractor based upon the rates in the EPPH Contractor Services Catalog, taking into account any discounts, the latest version of which is on file with the State.						
vii.	Hosting [EPPH Contract Sections A.7.a, A.7.b, and A.7.c]	The State shall compensate the EPPH Contractor based upon the rates in the EPPH Contractor Services Catalog, taking into account any discounts, the latest version of which is on file with the State.						

- c. User License Fee and Hosting Fees – The State intends to transition State Organizational Units' web-presence to the new Enterprise Portal in a phased manner, with two (2) blocks of eleven (11) State Organizational Units in each block, and two (2) blocks of ten (10) State Organizational Units in each block, for a total of forty-two (42) Organizational Units. Upon the State's written approval, for each group of Organizational Units that is transitioned, the EPPH Contractor may invoice the State in accordance with the Contractor's Services Catalog, but only for the applications that have been implemented to date. Following transition, the State may require implementation of additional applications in the environments. EPPH Contractor may invoice the State in accordance with the Contractor's (hosting) Services Catalog for the increase in capacity needed to support such additional applications.
- d. With regard to User License and Hosting Fees, and any other applicable fees in the EPPH Contractor Services Catalog, the State shall receive the benefit of all discounts that were used in the development of the Contractor's Cost Proposal in response to the EPPH User License and Hosting Scenarios.

In addition, the Contractor shall not increase any prices to the State for at least one (1) year from the Contract State Date. After this time period, the Contractor may revise the pricing; however, the Contractor shall always ensure that the State is getting all discounts and fee price breaks that are customarily offered, or that are offered to other similarly positioned entities.

In the event that the State, or its appointed agent(s), discovers that the State is not getting the same, or better, prices than those that are customarily offered, or that are offered to other similarly positioned entities, and informs the Contractor of this fact, the Contractor agrees to honor the lower pricing for the State.

If prices in the EPPH Contractor Services Catalog decrease, the State shall receive the benefit of any such decreases, including any applicable discounts, within one (1) month of the decrease.

- e. Hosting – The cost for the Hosting item in the table includes the EPPH Contractor's provision of Tier 3 EPP/CMS Infrastructure and Hosting Support. Since the State is implementing applications in a phased approach, as described above, the Contractor will only charge the State for applications that the Contractor is actually supporting at any given time.
- f. For Variable Services, the EPPH Contractor shall be compensated based upon the following payment methodology [**Contract Sections A.6, A.10, A.11, and A.20**]. The Contractor shall invoice the State no more often than monthly, using the following fee amounts:

Service Description	Amount (per compensable increment)						
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7
Solutions Design							
Community Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Web Designer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
User Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Enterprise Architect	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Information Architect	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Business Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
User Analytics Specialist	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Applications Security Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Solutions Development							
Web Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Database Developer	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Programmer Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Content Manager	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
User Interface (UI) Analyst	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Multimedia	\$ Number	\$ Number	\$ Number	\$ Number	\$ Number	\$ Number	\$ Number

Developer	per Hour						
Operations							
System Administrator	\$ Number per Hour						
Database Administrator	\$ Number per Hour						
Usability Specialist	\$ Number per Hour						
Content Strategist	\$ Number per Hour						
Content Designer	\$ Number per Hour						
Service Desk Analyst	\$ Number per Hour						
Technical Trainer	\$ Number per Hour						
Technical Writing Specialist	\$ Number per Hour						
Junior Project Manager	\$ Number per Hour						
Senior Project Manager	\$ Number per Hour						
Business Process Improvement Manager	\$ Number per Hour						
Business Process Analyst	\$ Number per Hour						
Security Infrastructure and Operations Analyst	\$ Number per Hour						
Technical QA							
Quality Assurance Manager	\$ Number per Hour						
Quality Assurance Analyst	\$ Number per Hour						
Quality Assurance (QA) Tester	\$ Number per Hour						
Platform Architecture and Development							
Junior Developer	\$ Number per Hour						
Senior Developer	\$ Number per Hour						
Interaction Architect (Interaction Designer)	\$ Number						

or Human Interaction Engineer)	per Hour						
Web Architect	\$ Number per Hour						
Application Integration (AI) Specialist	\$ Number per Hour						
Business Requirements Analyst	\$ Number per Hour						

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

- g. The hourly rates shall apply regardless of the day or time the work is performed.
- h. The EPPH Contractor shall be compensated for Variable Services requested and performed pursuant to Contract Sections A.6, A.10, A.11, and A.20, without a formal amendment of this Contract based upon the payment rates detailed in the schedule above and as agreed pursuant to Section A.10, PROVIDED THAT compensation to the EPPH Contractor for such "Variable Services Request" work shall not exceed \$653,940 in aggregate. If, at any point during the Term, the State determines that the cost of necessary "Variable Services Request" work would exceed the maximum amount, the State may amend this Contract to address the need.
- i. Some Contract Section A, Scope of Services sections specify how compensation will be made to the Contractor, while some are silent on the compensation method. In the event a given Scope of Services section is silent on compensation, the Contractor shall NOT assume that it will be able to charge the State separately for such services. If a scope of services section is silent as to compensation method, the Contractor shall assume that any cost for such services must be built into other named compensation methods, excluding Variable Services; the Contractor shall not bill the State for such services using Variable Services.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tommie Pendergrass | Director
 STS Technology Financial Management
 901 5th Avenue North
 Nashville, TN 37243
 p. 615-532-3918

- a. As long the separate EPIS Contract is active, the EPPH Contractor shall not invoice the State directly for any services provided. The EPIS Contractor shall be responsible for combining all charges to the State under both the EPIS Contract and the EPPH Contract, to create a consolidated Portal Services invoice. As long as the EPIS Contract remains in place, the State shall only receive invoices from the EPIS Contractor.
- b. In the event that the EPIS Contract terminates and there is no subsequent EPIS contract in place, and the EPPH Contractor is still providing services under the EPPH Contract, the EPPH Contractor shall invoice the State in accordance with the provisions described herein.

- c. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - i. Invoice number (assigned by the Contractor);
 - ii. Invoice date;
 - iii. Contract number (assigned by the State);
 - iv. Customer account name: Department of Finance and Administration, Strategic Technology Solutions;
 - v. Customer account number (assigned by the Contractor to the above-referenced Customer);
 - vi. Contractor name;
 - vii. Contractor Tennessee Edison registration ID number;
 - viii. Contractor contact for invoice questions (name, phone, or email);
 - ix. Contractor remittance address;
 - x. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - xi. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - xii. Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - xiii. Amount due for each compensable unit of good or service; and
 - xiv. Total amount due for the invoice period.
- d. Contractor's invoices shall:
 - i. Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - ii. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - iii. Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - iv. Include shipping or delivery charges only as authorized in this Contract.
- e. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- f. If at any time the Contractor is unable to submit accurate invoice information in the required format, Billing Services may, at its sole option, refuse payment of the Contractor's invoice, or may delay payments without penalty.
- g. At the end of the State fiscal year (June 30) all invoices must be submitted in a timely manner in order to process payment(s) by the State's cut off dates. Any invoices submitted to the State later than May 1 are subject to payment delays.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").
 - a. The Contractor shall complete, sign, and present to the State:
 - (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card.
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

State Contact Name & Title
 State Organizational Unit Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of

Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all third party claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person duly authorized by the Contractor to act for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of

Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

If not prohibited by local law, Contractor shall be subrogated to the rights of the State with respect to the claims to which such indemnification relates upon fulfillment of Contractor's indemnification obligations.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. RFQ # 31701-03136, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Enterprise Portal Information Repository (EPIR), which may be amended from time to time; and,
 - g. the Contractor's response seeking this Contract.
- D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- i. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- ii. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- i. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - (1) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - (2) In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- ii. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - (1) The Contractor employees fewer than five (5) employees;

- (2) The Contractor is a sole proprietor;
- (3) The Contractor is in the construction business or trades with no employees;
- (4) The Contractor is in the coal mining industry with no employees;
- (5) The Contractor is a state or local government; or
- (6) The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3 Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Materials," shall mean commercially available software, tools, materials, information and methodologies, the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant

and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Materials shall at all times remain with Contractor, subject to any license granted under this Contract. The State shall acquire no right, title or interest in or to such Contractor-Owned Materials EXCEPT the Contractor grants or shall cause to be granted to the State a nonexclusive, perpetual, unlimited, and non-transferable license to install, execute, use, copy and distribute internally, solely for the State's internal purposes, any Contractor-Owned Materials and Licensed Software reasonably associated with any Work Product provided under the Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State or funded by either or both State or Federally funded contracts, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State and/or Federal government as appropriate. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation Number 31701-03136 (RFQ Attachment B, Item B.15) and resulting in this Contract. See also Contract Attachment 8.

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

- E.7. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.8. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.9. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For

the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.10. Liquidated Damages. If the Transition Deadline is not met as set forth in **EPPH Contract Section A.32**, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Section A.32.c and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY MARTIN, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

EPPH Service Level Agreements & Key Performance Indicators

2.1 General

- a. Service Level Agreements. The Enterprise Portal Contract is a performance-based contract that will be conducted per Service Level Agreements (SLAs). Failure to meet an SLA will require compensation to the State in the form of credits against future charges.
- b. Key Performance Indicators (KPIs). KPIs are additional performance factors that are important to the State’s business. They are therefore measured and should be improved. There is no compensation to the State associated with KPIs, but the State reserves the right to promote a KPI to an SLA and begin collecting compensation as required if needed performance improvements are not achieved.

2.2 Service Level Agreement: Enterprise Portal Platform and Content Management System Operations and Maintenance

- a. Apply critical software patches (EPP/CMS and database).
 - i. General Description. This SLA addresses the requirement that the EPPH Contractor shall ensure that software vendor/publisher/manufacturer released critical patches are applied to the State’s EPP/CMS and database instance(s) in a timely manner.
 - ii. Acceptable Response. An acceptable response is that the EPPH Contractor will apply critical patches within five (5) calendar days after vendor/publisher/manufacturer release.
 - iii. Service Level Agreement and Dependency. This SLA is dependent on accurate tracking of patch release date and patch install date.
 - iv. Performance Level Measurement. The Performance Level Measurement is the total number of calendar days between patch release and patch installation for each released critical patch. A calendar day begins at 00:00 central time. The date of release is not counted, but other partial days (less than 24 hours) will be counted as full days. A patch is deemed critical if:
 - (1) The product software vendor/publisher/manufacturer designates it as critical, or
 - (2) The patch includes fix(es) for one or more security vulnerabilities or software failures preventing access and use by general users.
 - v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one day of hosting fees. A Service Level Credit Unit will be assessed for each calendar day beyond the SLA the patch remains uninstalled.
 - vi. Reporting Interval. The reporting interval will be quarterly.
 - vii. Measurement Interval. The measurement interval will be per released patch.
 - viii. Service Level Scorecard Ranges

	Acceptable	Unacceptable
Apply critical patches	100%	99% or less
Service Level Credit Units	0	1 per late day per released patch
Service Level Debit Units	0	0

- b. Maintain the EPP/CMS software. Maintain EPP/CMS databases.
 - i. General Description. This SLA addresses the requirement that the EPPH Contractor shall ensure that software vendor/publisher/manufacturer released non-critical/functional patches are applied to the State’s EPP/CMS and database instance(s) in a timely manner.
 - ii. Acceptable Response. An acceptable response is that the EPPH Contractor will apply patches within five (5) business days after State approval to install.

- iii. Service Level Agreement and Dependency. This SLA is dependent on accurate tracking of patch release date and patch install date.
- iv. Performance Level Measurement. The Performance Level Measurement is the number of business days between State approval to install and actual install. (The date of approval will not be counted, but any other partial day will be counted as a full day.)
- v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one day of hosting fees. A Service Level Credit Unit will be assessed for each business day beyond the SLA the patch remains uninstalled.
- vi. Reporting Interval. The reporting interval will be quarterly.
- vii. Measurement Interval. The measurement interval will be per released patch.
- viii. Service Level Scorecard Ranges

Maintain the EPP/CMS software	Acceptable	Unacceptable
		100%
Service Level Credit Units	0	1 per day late per released patch

2.3 Service Level Agreement: Provide Hosting for EPP/CMS

a. Availability

- i. General Description. This SLA addresses the requirement that the EPPH Contractor will operate all EPP/CMS environments (external, internal, and application) with the goal of 24/7/365 availability. Availability is measured at the hosting site(s) egress point(s). This assures that the EPPH Contractor is not liable for outages outside its scope of control. This SLA applies only to the SaaS stack layers that are reasonably under the EPPH contractor’s span of control. For example, an outage at a 3rd party infrastructure site where the EPPH contractor does not have physical access rights. Determination of applicability is at the State’s discretion. See item iii. Service Level Agreement and Dependency, below.
- ii. Acceptable Response. An acceptable response is that the environments are available at least 99.95% of the goal excluding planned/scheduled down time (if any).
- iii. Service Level Agreement and Dependency. This SLA is dependent on the EPPH Contractor self-reporting outages and cooperating with the State in troubleshooting to determine the outage point and whether it counts against the availability SLA.
- iv. Performance Level Measurement. The Performance Level Measurement is (1 – down time in minutes) / planned availability in minutes, expressed as a percentage. Planned availability is the maximum possible availability (24/7/365) less total planned down time.

The EPPH Contractor shall analyze the root cause of each outage in cooperation with the State. The EPPH Contractor shall document these findings and the remedial actions taken to restore operations. The State will determine the extent to which the outage falls within the scope of this SLA based on the root cause, effectiveness of recovery activities, and other relevant factors.
- v. Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals the actual unplanned down time beyond the SLA.
- vi. Reporting Interval. The reporting interval will be monthly. Monthly reports will report availability for the prior month and include a detailed list of unplanned outages listing date, time and duration of each outage along with the root cause and any preventive action taken.
- vii. Measurement Interval. The measurement interval will be yearly. Each year prior to hosting service renewal, availability over the past year will be calculated and reported. Credit will be issued for actual downtime in excess of the acceptable response against the next year’s hosting fee.

viii. Service Level Scorecard Ranges

Availability	Acceptable	Unacceptable
	100% - 99.95%	Less than 99.95%
Service Level Credit Units	0	Actual down time

b. Baseline Performance

- i. General Description. This SLA addresses the requirement that the EPPH Contractor will operate the environments with acceptable response time. Response time is measured at the hosting site(s) egress point(s). This assures that the EPPH Contractor is not liable for performance degradation outside its scope of control.
- ii. Acceptable Response. An acceptable response is that all environments provide response times / page loads in 7 seconds or less ninety percent (90%) of the time.
- iii. Service Level Agreement and Dependency. This SLA is dependent on the EPPH Contractor implementing a site performance monitor.
- iv. Performance Level Measurement. The Performance Level Measurement is the number of page loads meeting the load criteria divided by the total number of page loads, expressed as a percentage.

The EPPH Contractor shall monitor system performance continuously and shall document all performance degradation incidents and the remedial actions taken to restore operations. The EPPH Contractor shall analyze the root cause of each incident in cooperation with the State. The State will determine the extent to which the incident falls within the scope of this SLA based on the root cause, effectiveness of recovery activities, and other relevant factors.

- v. Service Level Unit (Credit or Debit). Service Level Unit (Credit or Debit) will be hosting time equivalent to the durations of unacceptable response periods beyond the allowance.
- vi. Reporting Interval. The reporting interval will be weekly. Each week the EPPH Contractor shall provide a performance report, which may be in graphical form, identifying periods of slow performance including duration and amount of performance degradation.
- vii. Measurement Interval. The measurement interval will be yearly. Each year prior to hosting service renewal invoicing, the Performance Level Measurement will be calculated over the past year and reported. Credit will be issued against the next year’s hosting fee equivalent to total time of unacceptable response episodes beyond the allowance.

viii. Service Level Scorecard Ranges

Performance	Acceptable	Unacceptable
	7 seconds or less for at least 90% of page loads	Over 7 seconds for more than 10% of page loads
Service Level Credit Units	0	Per hour of unacceptable performance

c. Disaster Recovery Capability

- i. General Description. This SLA addresses the requirement that the EPPH Contractor will maintain and verify the capability to recover from a disaster in a manner acceptable to the State. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) are specified in SLA 2.3.d., below.

CONTRACT ATTACHMENT 2

- ii. Acceptable Response. An acceptable response is that the EPPH Contractor’s disaster recovery test results show the capability to achieve the contractually specified recovery objectives.
- iii. Service Level Agreement and Dependency. This SLA is dependent on the Contractor instituting a disaster recovery process and verifying objectively that it has the specified capability.
- iv. Performance Level Measurement. The Performance Level Measurement is to conduct an objective disaster recovery test as scheduled. If remediation is needed, the Contractor must submit a Remediation Plan to the State within 15 days of scheduled test completion. Delay in Remediation Plan submission will invoke the Service Level Credit. After State approval of the Remediation Plan, the Contractor must complete remediation, re-test, and submit test results to the State within 15 days. Delay in submitting test results proving compliance will invoke the Service Level Credit.
- v. Service Level Unit (Credit or Debit). Service Level Unit (Credit or Debit) is one day of hosting fees based on the annual cost (annual fee / 365 days in a year).
- vi. Reporting Interval. The reporting interval will be following each disaster recovery test.
- vii. Measurement Interval. The measurement interval will be from the scheduled disaster recovery test until compliance with the recovery objectives is achieved (and verified by the State).
- viii. Service Level Scorecard Ranges

	Acceptable	Unacceptable
Disaster Recovery Capability	Complies with DR objectives	Delay in remediating noncompliance.
Service Level Credit Units	0	One day of hosting fee per day.

d. Disaster Recovery Performance

- i. General Description. This SLA addresses the requirement that the EPPH Contractor recovers from an actual disaster in a manner acceptable to the State. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) are specified in the table below.
- ii. Acceptable Response. An acceptable response is that the EPPH Contractor’s disaster recovery performance in an actual disaster situation meets or exceeds the contractually specified recovery objectives.
- iii. Service Level Agreement and Dependency. This SLA is dependent on the Contractor instituting a disaster recovery process and executing it in the event of a service outage.
- iv. Performance Level Measurement. The Performance Level Measurement is to complete recovery within the objectives. Delay in completing recovery to the RPO will invoke the Service Level Credit.
- v. Service Level Unit (Credit or Debit). Service Level Unit (Credit or Debit) is one day of hosting fees based on the annual cost ((12 x monthly fee) / 365 days in a year).
- vi. Reporting Interval. The reporting interval will be following each disaster event (service outage).
- vii. Measurement Interval. The measurement interval will be from the scheduled disaster recovery test until compliance with the recovery objectives is achieved (and verified by the State).
- viii. Service Level Scorecard Ranges

Disaster Recovery Capability	Acceptable	Unacceptable
Disaster Recovery Response (EPP/CMS and Simple Applications)	RPO <= 15 min. RTO <= 1 hour	Actual RP prior to RPO (more than 15 min. of data not recovered) Actual RT beyond RTO
Disaster Recovery Response: Complex Applications, cloud hosted (off-premise)	RPO <= 15 min. RTO <= 4 hours	Actual RP prior to RPO (more than 15 min. of data not recovered) Actual RT beyond RTO
Disaster Recovery Response: Complex Applications, State hosted (on-premise)	RPO <= 15 min. RTO <= 16 hours, exclusive of State infrastructure recovery time.	Actual RP prior to RPO (more than 15 min. of data not recovered) Actual RT beyond RTO
Cost Reduction of the Hosting portion of the invoice	0	Actual hours or parts of hours beyond/prior to objectives

2.4 Key Performance Indicators: Enterprise Portal Platform and Content Management System Operations and Maintenance

a. Provide Event Notifications.

- i. General Description. This KPI addresses the requirement that the EPPH Contractor shall provide prior written communication to all users of the system of any planned down time or upgrades with prior STS approval.
- ii. Acceptable Response. An acceptable response is that the EPPH Contractor will ensure that all (100%) routine planned event communications are approved and issued with sufficient lead time for State preparations during the measurement interval. Sufficient lead time is deemed to be two calendar weeks.
- iii. Performance Level Measurement. The Performance Level Measurement is number of communications issued with sufficient lead time divided by the total number of communications issued, during the measurement period, expressed as a percentage.
- iv. Reporting Interval. The reporting interval will be quarterly.
- v. Measurement Interval. The measurement interval will be quarterly.

b. Reporting

- i. General Description. This KPI addresses the requirement that the EPPH Contractor will produce scheduled operational reports in a timely manner.
- ii. Acceptable Response. An acceptable response is that the Contractor will produce the required reports within five (5) business days after the end of the measurement interval.

- iii. Performance Level Measurement. The Performance Level Measurement is the number of business days each late report is delayed.
- iv. Reporting Interval. The reporting interval will be monthly. The report will list each report scheduled for delivery during the measurement interval, the required delivery date, the actual delivery date, and the number of business days late (if any).
- v. Measurement Interval. The measurement interval will be monthly. All reports scheduled to be delivered in each month will be tracked.

2.5 Key Performance Indicators: Provide Hosting for EPP/CMS

- a. Adjust capacity for short-term demand changes.
 - i. General Description. This KPI addresses the requirement that the EPPH Contractor will monitor for and respond to short term demand spikes in a timely manner.
 - ii. Acceptable Response. An acceptable response is that the EPPH Contractor will restore the overloaded environment to normal responsiveness/performance within 15 minutes.
 - iii. Performance Level Measurement. The Performance Level Measurement is the length of time performance is degraded beyond the allowed 15 minute response time.
 - iv. Reporting Interval. The reporting interval will be monthly. The EPPH Contractor shall provide a report, which may be in graphical form, identifying periods of exceptional demand (traffic) including duration and amount of performance degradation for each event. The EPPH Contractor shall provide an analysis report for each event where the Acceptable Response was not met. The report shall describe the cause(s) of the failure and define procedural changes to avoid the cause(s) in the future.
 - v. Measurement Interval. The measurement interval will be monthly.

2.6 Key Performance Indicators: Provide Customer Service for EPP/CMS

- a. Tier 3 Support
 - i. General Description. This KPI addresses the requirement that The EPPH Contractor shall continue to provide Tier 3 Enterprise Portal Customer Service as initiated in the Transition-In Project. Monitoring of this KPI requires that the Contractor utilizes an IT Service Management tool to track performance.
 - ii. Acceptable Response. An acceptable response is that the EPPH Contractor's customer service response times are compliant with the Tier 3 requirements stated in the Customer Support Responsibility Matrix for ninety percent (90%) of the Tier 3 service incidents.
 - iii. Performance Level Measurement. The Performance Level Measurement is the number of Tier 3 incidents handled within the required time frame divided by the total number of Tier 3 incidents handled, expressed as a percentage.
 - iv. Reporting Interval. The reporting interval will be monthly. The EPPH Contractor will produce a performance report listing incidents handled and the resolution times. The report shall calculate the Performance Level Measurement for the month. The EPPH Contractor will produce an analysis report covering all incidents that took 10% or more time beyond the Customer Support Responsibility Matrix requirements to resolve. The report shall identify the cause(s) of the delay and propose procedural changes that will eliminate the cause(s).
 - v. Measurement Interval. The measurement interval will be monthly.

EPPH Requirements

DETAILED REQUIREMENTS FOR THE CONTENT MANAGEMENT SYSTEM**Introduction**

The **Requirements for a Content Management System** (CMS) document were produced by Strategic Technology Solutions. This collaborative effort presents the business requirements for a web content management system (CMS) that will be employed to support the production of the State of Tennessee's primary external and internal website, as well as the application portal environment. The business requirements and processes are documented from the perspectives of content managers, IT Directors, Marketing Directors, Communication Directors, Business Professionals, Strategic Technology Solutions SME's, Software Developers, Applications Developers, Webmasters, PIO's, Technical leads or Communication Leads from all three branches of government, and the individuals responsible for the content of the site.

The website is comprised of original content, along with related hyperlinks, categorized, qualified, described, and presented in a variety of different formats, e.g., arranged by topic, or alphabetically. Content may appear multiple times across the site, and in a variety of different formats (for example, in a list on a page, and as a clickable image in a sidebar box). In the current production environment, this is supported by an information "taxonomy" that is made possible by high customization of the CMS. We wish to implement a classification scheme, whereby content contributors can change content once and see that change ripple across the site to all components that contain that content, and we need a CMS that can perform this functionality with minimal customization. In addition, web technologies are evolving, and we want to use current technology (and other future web technologies as they are created) to improve the interaction and communication between the citizen, state employees and the state of Tennessee government.

Content aggregations may change in the future, thus, the Content Management System must provide a means to create, maintain, and retire content groups.

Enterprise Portal Platform (open standards; cloud based; or hybrid)

Enterprise platform which requires limited amount of configuration per the user's side. The vendor will configure and install all necessary software for the three general areas of environments on a cloud based hosting environment. All defined features are ready to use 'out of the box' with minimal initial development. All three environments must be available and maintained for the length of the Contract. This includes external, internal, and application environments.

Three environments:

- Internal facing web environment (intranet/company facing)
- External facing web environment (internet/public facing)
- Application/Web Applications (hosted applications on premise until a transfer to new environment if applicable)

Users:

- Internal users are users who currently reside on the state network and have acquired an AD account which is tied to their RACFID.
- External users are users who are usually citizen based. These users have no RACFID/AD account and do not have access to the state network.
- Partners are users who do not have access to the state network but do hold contracts with the state and will need access to certain information which has to have state network access.

All items listed below are mandatory requirements, and must be provided within the Contractor’s solution.

No.	Requirement
1	General
1.1	The EPP/CMS software and the software’s vendor/publisher shall be a Leader in either of Gartner’s Magic Quadrant research notes, “Magic Quadrant for Horizontal Portals” or “Magic Quadrant for Web Content Management,” subject to all additional requirements stated in this Contract.
1.2	The EPP/CMS shall be compliant with open standards for internet technologies.
1.3	The EPP/CMS shall be capable of operating in either a cloud-based (off-premise) or hybrid (mixed on premise and off-premise) environment.
1.4	The EPP/CMS shall provide the capability for collaboration among two or more users. (e.g., Blogs, Wikis, Forums, Chat, concurrent document markup/editing, virtual whiteboard, web conferencing)
1.5	The EPP/CMS shall be currently operational in an environment that is similar in size and complexity as that of the State of Tennessee with the capacity to handle, at least, 200,000 hits per hour.
1.6	The EPP/CMS shall support multiple isolated websites accessed through unique URLs.
1.7	The EPP/CMS shall be available and accessible by users on all devices. (e.g., tablet, mobile, and desktop)
1.8	The EPPH Contractor shall follow best practices based on the EPP/CMS system in order for web acceleration and content data caching to be implemented and improved over time. Delivery time of information and accessibility of the content by the user through the internet from the EPP/CMS shall meet or exceed the current response times that exist on TN.Gov.
2.	Functionality - Workflow
2.1	The EPP/CMS shall provide the capability for an authorized user to develop forms using “drag and drop” features and to build workflows.
2.2	The EPP/CMS shall provide the capability for multiple-level approval streams within a workflow.
2.3	The EPP/CMS shall provide a Workflow Management feature that enables an authorized, non-technical user to build custom workflows and to easily change the workflow, as needed.
2.4	The EPP/CMS shall allow for the development of forms and workflow using Microsoft Active Directory connections.
2.5	The EPP/CMS shall provide the capability for an authorized, non-technical user to set up alerts based on business rules within the workflow. The EPP/CMS shall allow the user to subscribe to their own alerts, if desired. (e.g., automatically send the user an alert if a change occurs or update is sent).
2.6	The EPP/CMS shall provide the capability to create time sensitive alerts within the workflow based on Organizational Unit-established internal service goals.
2.7	The EPP/CMS shall provide functionality to send alerts from within the workflow to notify a user with approval privileges of content waiting to be approved. Alerts shall utilize State-approved notification methods including but not limited to: emails, EPP/CMS pop-up alerts, and text messages). Such alerts can go through either the EPP/CMS or the State’s e-mail exchange.
2.8	The EPP/CMS shall provide functionality within the work flow to prompt the user to take appropriate action, as well as produce a follow up notification, if the allotted time has reached a critical point for approval.

No.	Requirement
2.9	The EPP/CMS shall provide capability within the workflow to notify the workflow initiator of selected changes in the work flow status.
2.10	The EPP/CMS workflows shall be categorized and maintained by Organizational Units, divisions of Organizational Units, and other users as specified by the State.
3.	Functionality – Content Development/Management
3.1	The EPP/CMS shall provide Site Development Template engines, which conform to industry standards and support responsive design.
3.2	The EPP/CMS shall provide dynamic master templates that offer each Organizational Unit a variety of options in the content development. The master templates shall allow an Organizational Unit-specific look and feel, while maintaining the state branding standards and overall user experience framework. The templates shall support responsive design (mobile endpoint devices).
3.3	The EPP/CMS shall provide a visual representation of the master templates, which shall be presented as an image preview, such as a thumbnail, to suggest how the template will look on the page, including mobile devices.
3.4	The EPP/CMS shall provide the capability to change between several different layouts without losing information.
3.5	The EPP/CMS shall provide a preview capability for all pages created within any environment. This preview must provide a visual picture of what the content will look like on the screen, including mobile devices, before it is published.
3.6	The EPP/CMS shall provide the capability to send a link to another user requesting their review and approval of changed pages before publication.
3.7	The EPP/CMS shall provide Drag and Drop capabilities for at least 80% of the creation of content for the environments, without user knowledge of coding languages. The above capabilities shall be present in functionalities including, but not limited to, page building and editing, form building, and work flow building for pages or forms
3.8	The EPP/CMS shall provide Site Auditing Tools including but not limited to alerts, errors for 404's, missing assets, and HTML validation.
3.9	The EPP/CMS will have a standards-based, open architecture using non-proprietary languages to accommodate growth and technological advances.
3.10	The EPP/CMS shall provide news room functionality to support both independent newsroom areas for multiple Organizational Units and an environment-wide newsroom.
3.11	The EPP/CMS shall support content versioning in all Environments.
3.12	The EPP/CMS shall support content release management, including timed release of content and timed expiration of content.
3.13	The EPP/CMS shall support controlled access to content versioning and release management according to role-based access controls.
3.14	The EPP/CMS shall provide Organizational Unit administrators with the ability to promote documents to a master location. (e.g., for licensing, customer needs to search for information in one location across several Organizational Units).
3.15	The EPP/CMS shall provide the option for a user who created a link in the EPP/CMS to determine whether the link will open in the same web browser window or open into a separate web browser window.
4.	Functionality – E-Commerce
4.1	The EPP/CMS shall provide an e-commerce functionality for current applications, as well as new applications developed during the contract period.
4.2	The EPP/CMS shall have the capability to process electronic payments though all Environments or mobile devices.

No.	Requirement
4.3	The EPP/CMS shall have the ability to support the integration of E-Commerce applications with the State's Merchant Servicer.
5.	Functionality - Mobile
5.1	The EPP/CMS shall support both Native and Hybrid Mobile Application Development.
5.2	The EPP/CMS shall provide the ability to create mobile applications in Cocoa or Java™.
5.3	The EPP/CMS shall provide the ability to develop for all three major mobile endpoint platforms: Windows, iOS, and Android.
5.4	The EPP/CMS shall provide drag and drop capabilities for use in the creation of simple mobile applications, which will allow a non-technical user, with limited coding knowledge, to develop simple mobile applications.
5.5	The EPP/CMS shall provide master templates and a mobile application framework to facilitate the design of mobile applications. The master templates and framework must be capable of being modified by authorized users as the need arises. All modifications are subject to State approval.
6.	Functionality – Integration/Interfaces
6.1	The EPP/ CMS shall have the ability to integrate with multiple standalone AD installations and Federated AD Systems. (e.g., Comptroller, General Assembly, Judicial branch, the Child Abuse application)
6.2	The EPP/CMS shall have the ability to integrate to other applications using industry-standard protocols through web-service APIs.
6.3	The EPP/CMS shall have the ability to integrate with business intelligence (BI) tools to display information automatically, internally or externally, through the web interface. The EPP/CMS shall support the input of information from BI tools though a database connection, through a form created within the new platform or existing software the state owns (e.g., SharePoint), and the subsequent automatic, real-time updating of internal/external environments. (Currently, Transparent TN.)
6.4	The EPP/CMS shall support integration with existing and new state standard software. (e.g., SharePoint, FileNet)
6.5	The EPP/CMS shall provide capability to integrate with existing Customer Relationship Management (CRM) tools or provide a CRM tool.
6.6	The EPP/CMS CRM must have a centralized user profile that can carry throughout the enterprise platform. These profiles shall include, but not be limited to, Email lists, Name, Organizational Units, gender and age.
6.7	The EPP/CMS shall tightly integrate with technologies, including but not limited to, the following:
6.7.1	Active Directory
6.7.2	State owned BI Tools
6.7.3	Help Desk
6.7.4	GIS/Esri
6.7.5	Oracle Geo Space
6.7.6	PeopleSoft
6.7.7	SharePoint
6.7.8	FileNet
6.7.9	Legacy Systems
6.7.10	Oracle AppEx
6.7.11	SQL Server
6.7.12	Oracle Database
6.7.13	Microsoft Dynamics CRM

No.	Requirement
6.7.14	Adobe LiveCycle
6.7.15	Restful and SOAP Interfaces
6.7.16	MYSQL
6.7.17	Oracle IAM
6.7.18	Microsoft Exchange
6.8	The EPP/CMS shall provide the capability for Organizational Unit users to upload one or more files to a repository.
6.9	The EPP/CMS shall provide the capability to build API's to share publicly to provide access to State Systems (e.g. Waze)
7.	Functionality - Search
7.1	The EPP/CMS shall support OData to provide dynamic querying capability ability through other APIs.
7.2	The EPPH Contractor shall only use OData with STS pre-approval.
7.3	The EPP/CMS shall provide the ability to search for users through internal Active Directory (AD) connections for functions that include but are not limited to building forms, creating work flows, setting up alerts and user groups
7.4	The EPP/CMS shall be structured to index information for search capability.
7.5	The EPP/CMS shall provide a context sensitive, hierarchical search capability, including:
7.5.1	site search for the main external site (e.g., current TN.Gov site)
7.5.2	Organizational Unit-specified search to search within the specified Organizational Unit's site (e.g., current tn.gov site).
7.6	The EPP/CMS shall provide search and document-filtering capabilities for a user-selectable scope based on assigned security privileges. (e.g., all forms or filter to include forms from a specific Organizational Unit).
7.7	The EPP/CMS shall provide a knowledge base functionality, which will allow the State to accumulate valuable information over time. This functionality must provide for the retention and re-use of previous search criteria.
8.	Functionality - Purge
8.1	The EPP/CMS shall have the ability to purge the system of inactive accounts, particularly the external environment.
9.	Functionality - Calendar
9.1	The EPP/CMS shall support hierarchical, linked calendars that can be organized according to the structure of the State's Organizational Units, divisions within an Organizational Unit, or relative content areas within the EPP/CMS.
9.2	The EPP/CMS calendar functionalities shall provide the capability for an authorized user to schedule future content on any environment.
9.3	The EPP/CMS shall provide the capability to create one or multiple calendars for each Organizational Unit. Each calendar shall be maintained by one or more users based on assigned security roles.
9.4	The EPP/CMS shall have the ability for the user to publish a calendar to one or many environments for read/write access based on the user's assigned security roles.
9.5	The EPP/CMS shall support pushing calendar items to a main calendar for the Organizational Unit or a main calendar for the state of Tennessee, after approval from the owner of the main calendar is obtained. (e.g., Main calendars can include public notices for all Organizational Units).
9.6	The EPP/CMS shall allow all account holders (internal or external) to generate their own personal calendar by flagging or adding an event from an existing calendar or by entering events directly.

No.	Requirement
9.7	The EPP/CMS shall provide the capability for the owner of an event or calendar to set up alerts for calendar events.
9.8	The EPP/CMS shall provide the capability to import/export calendars to multiple devices or third-party calendar software using industry standards.
9.9	The EPP/CMS shall provide an integration point for Customer Relationship Management (CRM). (i.e. book an appointment with a caseworker, export to Microsoft or Google Calendar)
9.10	The EPP/CMS shall support sharing of a calendar among a user group defined by the calendar's creator/owner.

Contractor Staff Roles

Solutions Design		
<p>1.</p>	<p>Community Manager</p>	<p>This role shall be responsible for assisting in developing, growing, and maintaining the community. As a part of the community management function, the Contractor(s) will act as an extension of the State Portal project by being the voice of the project externally, as well as the voice of the customers internally. The general responsibilities will include, but are not limited to:</p> <ul style="list-style-type: none"> 1.1 Develop an overall community management strategy and approach; 1.2 Create regular and periodic marketing campaigns to generate awareness of the community encourage participation, and retain customers; 1.3 Manage and summarize community feedback for the purpose of enhancing capabilities, as well as improving the overall customer experience; 1.4 Ensure content vendors understand the editorial calendar and deliverables; 1.5 Manage and traffic content receivables through necessary approval channels; 1.6 Support and streamline the editing process; 1.7 Load approved content into social media content publisher for posting, including scheduling, tags, geo-targeting, etc.; 1.8 Catalog usage of all content (channel, date, time); 1.9 Become key point of contact for Support and escalate as necessary within the Program; and 1.10 Take on related assignments as indicated by manager, including basic metrics and reporting for social media efforts.
<p>2.</p>	<p>Web Designer</p>	<p>This role will coordinate the planning, maintenance, and accessibility of Web site content in a way that ensures the consistency of the Web site's look and feel. This individual is also responsible for creating some original Web site content. Understanding of a variety of Web development languages is required.</p> <p>The general responsibilities will include, but are not limited to:</p> <ul style="list-style-type: none"> 2.1 Develop technical architecture of Web sites including scripting, database design and user interface design; 2.2 Design and implement Web database projects; 2.3 Consult with customers from agencies, boards and commissions in order to coordinate web-based solutions, identify needs, and explain opportunities and limitations of external content; 2.4 Guide communications professionals regarding technical requirements of Web usage and/or upcoming projects or events related to their Web site; 2.5 Ensure timely refresh of site content across customer spectrum to ensure accuracy and timeliness of information and images; 2.6 Develop modifications or enhancements to State Web sites and work with appropriate personnel to utilize best tools and practices in Web site management;

		<p>2.7 Troubleshoot problems associated with Web applications and/or Web pages;</p> <p>2.8 Evaluate operations, and recommend improvements and modifications of Web processes;</p> <p>2.9 Develop strategies and/or plans for Internet Web page design; and</p> <p>2.10 Research and evaluate software, hardware and new technologies and report findings to the State leadership through prepared presentations.</p>
3.	User Experience	<p>This role will define user experience on large scale, dynamic, and enterprise Web solutions (e.g. Government-to-Business (G2B), Government-to-Government (G2G), Government-to-Citizen (G2C), enterprise, etc.). The User Experience will act as the user experience evangelist, and will oversee the development or review of design documents from a user experience perspective.</p> <p>The general responsibilities will include, but are not limited to:</p> <p>3.1 Oversee and contribute to the end-to-end user experience solution designs;</p> <p>3.2 Ensure that the user experience vision and goals are achieved;</p> <p>3.3 Develop and publish usability guidelines to provide developers with tools in the design process; and</p> <p>3.4 Create, promote and support a standard for usability excellence throughout the State.</p>
4.	Enterprise Architect	<p>The Enterprise Architect will be responsible for providing services to ensure the reliability, interoperability, and sustainability of the State's IT investments via the enterprise business, information, technology, and solution architectures. The general responsibilities will include, but are not limited to:</p> <p>4.1 Work closely with The State's Enterprise Architecture team to develop short-term and long-term strategies and tactical plans to meet the State's technology and business needs;</p> <p>4.2 Participate in the architecture integration role by working with executives, managers, and staff to identify requirements and solutions in all EA domains and levels of scope; and</p> <p>4.3 Adhere to the State's standard policies, standards and procedures.</p>
5.	Information Architect	<p>The Information Architect will guide projects on their overall high level solution approach, engage with the architecture team, and chair the formal architecture review and approvals meeting. The IA will provide oversight to the portfolio of projects engaged with the architecture team. The IA will be the owner of the solution architecture process and solution architecture artifacts. The general responsibilities will include, but are not limited to:</p> <p>5.1 Express the enterprise vision for the applications and the data flows between them;</p> <p>5.2 Model and maintain the enterprise data models;</p> <p>5.3 Extend the data models to the application architecture; and</p> <p>5.4 Coordinate the integration and service-oriented architecture (SOA) between applications.</p>
6.	Business Analyst	<p>This role will assist in defining business needs and recommending technology solutions that deliver value to stakeholders. The general responsibilities will include,</p>

		<p>but are not limited to:</p> <ul style="list-style-type: none"> 6.1 Gather and document business requirements; 6.2 Translate requirements into business, functional and use case documents; 6.3 Provide functional expertise to developers during the design and construction phases of projects; 6.4 Develop and execute comprehensive system test plans, conditions, test scripts, and test cases; 6.5 Maintain business systems standards by applying project management methods, tools and processes as standard practice; 6.6 Create and deliver related user documentation and end-user training; and 6.7 Prepare and deliver informative, well-organized presentations and project status reviews to stakeholders including process owners, customers and stakeholders.
<p>7.</p>	<p>User Analytics Specialist</p>	<p>The following qualifications and/or general responsibilities apply:</p> <ul style="list-style-type: none"> 7.1 Strong attention to detail is required 7.2 Understanding of Search Engine Optimization (SEO) strategies 7.3 General understanding of usability design and conversion optimization design 7.4 Provide expertise in SEO dealing with technical implementation, on-page optimization and off-page optimization 7.5 Experience using online analytical tools (e.g., Google Analytics, ClickTale, Raven, SEOMoz, Google Website Optimizer and Compete) to analyze, interpret, draw conclusions and summarize information. 7.6 Expertise in gathering qualitative and quantitative data, developing reports, and creating client presentations that are insight-driven and tell a story. 7.7 Familiarity with statistics (regression, correlation, statistical significance, confidence intervals) a plus. 7.8 Experience in establishing a scalable reporting process and standards 7.9 Experience performing keyword research and competitor research. 7.10 Experience tracking websites, email blasts, landing pages, AdWords campaigns, banner ads, and other online and offline marketing collateral. 7.11 Ability to create and execute enterprise-level digital analytics measurement strategies including product conception and development and helping to define appropriate goals, engagement funnels and conversions. 7.12 Prioritize web analytics requests, tasks and deliverables according to business needs and resources 7.13 Strong analytical skills and business acumen are a must, along with the ability to be detail and deadline-oriented while managing multiple projects. 7.14 Work with front-end developers to create standard patterns for incorporating web measurement and analytics into various digital products. Ensure that these are implemented correctly and capture relevant metrics.

		<p>7.15 Experience implementing and supporting A/B and Multivariate testing on large consumer websites.</p> <p>7.16 Ability to train others to maintain analytics and metrics for departments. Must have experience in knowledge transfer to business owners.</p>
8.	Applications Security Analyst	<p>This role is responsible for preventing unauthorized access to resources through applications by practicing defense in depth and through the concept of least privilege. The general responsibilities will include, but are not limited to:</p> <p>8.1 Application design and coding, patch management, authentication, authorization, accountability; and</p> <p>8.2 code review.</p>
Solutions Development		
9.	Web Developer	<p>This role will build the operations end of the organization's Web sites and keep them running smoothly. This includes designing, building, and implementing new Web pages and sites; integrating sites with back end applications; migrating legacy applications to the Web; and performing day-to-day administration of the organization's Web portfolio. Use of a variety of Web development languages is required. The general responsibilities will include, but are not limited to:</p> <p>9.1 Create site layout/user interface from provided design concepts by using standard HTML/CSS practices;</p> <p>9.2 Design layout of Web site pages given client provided content;</p> <p>9.3 Develop robust and user-friendly .NET-based Web applications;</p> <p>9.4 Design and create relational database schemas;</p> <p>9.5 SQL Server T-SQL development;</p> <p>9.6 Application/Framework design as needed;</p> <p>9.7 Specifications/Requirements gathering as needed; and</p> <p>9.8 Routine daily maintenance of existing sites and applications.</p>
10.	Database Developer	<p>This role is primarily responsible for serving as a technical lead for database-centric software development projects of moderate-to-high complexity. A database developer writes and modifies databases. Database developers create management systems to provide effective and efficient access to information stored in databases. They provide expertise and guidance in the design, implementation and maintenance of database management systems. The Database Developer controls the design and use of the database and they also determine the way the filing systems will be organized and accessed.</p> <p>The general responsibilities will include, but are not limited to:</p> <p>10.1 Performing hands-on software development and design;</p> <p>10.2 Handling multiple projects simultaneously;</p> <p>10.3 Following established company and Organizational Unit standards and best practices;</p> <p>10.4 Creating and updating project plans and/or task checklists for assigned projects; and</p>

		10.5 Establish and implement security procedures to protect the database from accidental or intentional damage or loss.
11.	Programmer Analyst	<p>The role will define, develop, test, analyze, and maintain new software applications in support of the achievement of business requirements. This includes writing, coding, testing, and analyzing software programs and applications. The Programmer Analyst will also research, design, document, and modify software specifications throughout the production life cycle. The general responsibilities will include, but are not limited to:</p> <p>11.1 Identifies requirements by establishing personal rapport with customers to understand service requirements;</p> <p>11.2 Arranges project requirements in programming sequence by analyzing requirements; preparing a work flow chart and diagram using knowledge of computer capabilities, subject matter, programming language, and logic;</p> <p>11.3 Confirms program operation by conducting tests; modifying program sequence and/or codes;</p> <p>11.4 Maintains computer systems and programming guidelines by writing and updating policies and procedures; and</p> <p>11.5 Develops and maintains applications and databases by evaluating client needs; analyzing requirements; developing software systems.</p>
12.	Content Manager	<p>This role will coordinate the planning, maintenance, and accessibility of company owned and generated content and content-related services. This includes ensuring that the layout, positioning, navigation, and look and feel of content are consistent across and throughout the organization. The Content Manager is also responsible for creating some original content. Understanding of Web development languages and publishing tools is required. The general responsibilities will include, but are not limited to:</p> <p>12.1 Act as a key member of creative team;</p> <p>12.2 Evolve the CMS design and adapt to new media for each Organizational Unit;</p> <p>12.3 Review a content strategy document for each customer;</p> <p>12.4 Create taxonomy/nomenclature lists and definitions;</p> <p>12.5 Work closely with Information Architect (IA);</p> <p>12.6 Write content and edit content written by others;</p> <p>12.7 Develop editorial style guidelines;</p> <p>12.8 Create a search optimization plan for content; and</p> <p>12.9 Develop a competitive site analysis (Fit/Gap).</p>
13.	User Interface (UI) Analyst	<p>This role will be responsible for prototyping, designing, and building graphic user interfaces (GUIs) for software development, Web forms, and other applications. This includes capturing user requirements through collaboration with business analysts, leading and participating in testing sessions, and coordinating final implementation of the GUI based on feedback. Use of a variety of Web and software development languages is required. The general responsibilities will include, but are not limited to:</p> <p>13.1 Conduct data gathering projects to assess user characteristics, requirements, needs, goals, and opportunities;</p>

		<p>13.2 Determine data collection method(s), develops data collection tools (questionnaires, interview questions, etc.), analyzes the data, prepares results, and makes recommendations based on this data; and</p> <p>13.3 Analyze the results of these tests and making recommendations to improve design and functionality.</p>
14.	Multimedia Developer	<p>This role will provide media development services for projects, products, and applications across the enterprise. This includes designing, building, and implementing new media; integrating these with back end applications and company Web sites/intranet; and performing day-to-day administration of the organization's multimedia portfolio. Use of a variety of Web development languages is essential. The general responsibilities will include, but are not limited to:</p> <p>14.1 Design, coordinating and delivering fully functioning products that incorporate sound, full-motion video, text and graphics into one application that is interactive for the end user. Including web portals for State Organizational Units, online classrooms, etc.;</p> <p>14.2 Track all changes with the multimedia project and are responsible for all changes, upgrades and post-delivery patch solutions;</p> <p>14.3 Design, creating and testing complete and fully working prototypes for the customers; and</p> <p>14.4 Communicate with management any response necessary to any inquiries on the project.</p>
Operations		
15.	System Administrator	<p>This role will be responsible for providing System Administration services to assist in the design, installation, support and maintenance of the services and systems. In addition, the Contractor(s) will work closely with the Technical Support team to ensure the overall performance of the environment is effective, stable and efficient. The general responsibilities will include, but are not limited to:</p> <p>15.1 Perform fault isolation by validating, isolating, and correcting faults, and verifying service restoral with customers;</p> <p>15.2 Process, document, and coordinate resolution of trouble calls with help desk;</p> <p>15.3 Monitor and manage user accounts, and maintain equipment;</p> <p>15.4 Categorize, isolate, and resolve network problems;</p> <p>15.5 Implement software patches, security fixes, and tests and validate modified system configurations;</p> <p>15.6 Ensure compliance with standards for systems software and documentation; and</p> <p>15.7 Monitor system reliability and availability.</p>
16.	Database Administrator	<p>The role will be responsible for the performance, integrity and security of a database. Additional role requirements are likely to include planning, development and troubleshooting. The DBA must ensure the optimal performance and security of production databases, advice management of potential risks and mitigations and proactively take steps to ensure smooth performance. The general responsibilities will include, but are not limited to:</p> <p>16.1 Establish the needs of users and monitoring user access and security;</p>

		<p>16.2 Monitor performance and managing parameters to provide fast query responses to front-end users;</p> <p>16.3 Map out the conceptual design for a planned database in outline considering both back-end organization of data and front-end accessibility for end-users;</p> <p>16.4 Refine the logical design so that it can be translated into a specific data model;</p> <p>16.5 Adapt the physical design to meet system storage requirements;</p> <p>16.6 Write database documentation, including data standards, procedures and definitions for the data dictionary (metadata);</p> <p>16.7 Control access permissions and privileges;</p> <p>16.8 Develop, managing and testing back-up and recovery plans ensuring that storage, archiving, back-up and recovery procedures are functioning correctly;</p> <p>16.9 Capacity planning;</p> <p>16.10 Work closely with project managers, database developers and application developers to communicate regularly with technical, applications and operational staff to ensure database integrity and security; and</p> <p>16.11 Commission and install new applications and customizing existing applications in order to make them fit an assigned purpose.</p>
<p>17.</p>	<p>Usability Specialist</p>	<p>This role will be responsible for planning, overseeing, coordinating, implementing and evaluating usability work on all the ePortal and EPP/CMS environments associated sites. This role centers on setting goals and objectives, formulating and implementing a strategic vision, conceiving policies and strategies and managing usability activities. As well as providing leadership and support in identifying, evaluating, and implementing the most effective processes, methods, and tools for delivering usability. Responsible for assuring that user interfaces to all products and services are understandable, usable, useful and effective. The general responsibilities will include, but are not limited to:</p> <p>17.1 Identify website/application user audiences;</p> <p>17.2 Assess user requirements, needs, and satisfaction levels;</p> <p>17.3 Create user interface designs, prototypes and specifications across multiple platforms; and</p> <p>17.4 Design and conduct usability tests at various stages of the development process.</p>
<p>18.</p>	<p>Content Strategist</p>	<p>This role will be responsible for overseeing all content requirements, and creating all content strategy deliverables (content audits, gap analyses, taxonomies, metadata frameworks, style guides, content migration plans, etc.) across the project lifecycle. Collaborating closely with internal creative groups, you will play a key role in defining the content needs of varied departmental experiences, and working closely with customers to ensure the necessary content is sourced or otherwise generated. The general responsibilities will include, but are not limited to:</p> <p>18.1 Act as a key member of creative team;</p> <p>18.2 Be an active Drupal designer and add to the input and use of the platform;</p> <p>18.3 Develop a content strategy document for each customer;</p> <p>18.4 Assess, catalogue, and organize web site content (content inventory);</p>

		<p>18.5 Assign and track new content development (content matrix);</p> <p>18.6 Implement taxonomy/nomenclature lists and definitions;</p> <p>18.7 Write content and edit content written by others;</p> <p>18.8 Maintain and enforce editorial style guidelines;</p> <p>18.9 Define the editorial workflow for customer projects;</p> <p>18.10 Implement a search optimization plan for content;</p> <p>18.11 Conduct content workshops;</p> <p>18.12 Speak and present to customers on Content Strategy;</p> <p>18.13 Mentor other content strategists in State Organizational Units; and</p> <p>18.14 Provide regular reporting to stakeholders on content “performance” (engagement rates, page depth, etc.) using existing analytics tools. Results should be relevant and useful in shaping ongoing content strategy development.</p>
<p>19.</p>	<p>Content Designer</p>	<p>This role will be responsible for providing Content Design services to assist in development, as well as for the core applications running on the ePortal and EPP/CMS environments and potential applications to be developed in the future. The content will include, but not be limited to, web graphics and/or images, text, presentations, and marketing collateral. The general responsibilities will include, but are not limited to:</p> <p>19.1 Work closely with the State's designee to ensure all related content is in alignment with The State's overall strategy and vision;</p> <p>19.2 Create, develop and manage content for web applications developed on the State's EPP/CMS environment;</p> <p>19.3 Maintain a consistent look and feel throughout all web properties;</p> <p>19.4 Copyedit and proofread all web content;</p> <p>19.5 Oversee freelancers, including writers, copyeditors and community outreach organizers;</p> <p>19.6 Assure web-based information is archived for future needs and reference; and</p> <p>19.7 Track and report on all site metrics.</p>
<p>20.</p>	<p>Service Desk Analyst</p>	<p>This role will be responsible for providing Technical Support services to provide assistance to users. The vendor will act as an extension of the State organization to assist the State in meeting its SLAs with its customers by effectively and efficiently resolving incidents. In addition, the Contractor(s) will work closely with the System Administration team to ensure the overall performance of the environment is continually effective, stable and efficient. The general responsibilities will include, but are not limited to:</p> <p>20.1 Receive calls, emails and web inquiries for end users and /or other external Help Desks;</p> <p>20.2 Reproduce customer issues as necessary;</p> <p>20.3 Identify trends or patterns in reported issues;</p>

		<p>20.4 Provide problem resolution for known issues in a timely manner or escalate tickets to the next support Tier as appropriate; and</p> <p>20.5 Log all pertinent incident information into the ITSM.</p>
21.	Technical Trainer	<p>This role will be responsible for providing Training services to assist in the knowledge transfer to, and/or education of, State employees and customers. The Contractor(s) will work closely with the business owners to identify training opportunities both internally and externally to the State organization. The purpose of the training sessions and materials would be twofold: 1) Provide technical training to State resources for the purpose of supporting and maintaining the State's EPP/CMS environment; and 2) Provide technical training to State customers who wish to develop applications on the State's EPP/CMS environment. The general responsibilities will include, but are not limited to:</p> <p>21.1 Analyze and assess learning needs and coordinate with The State's technical team to develop appropriate training course content and material(s);</p> <p>21.2 Document and maintain all training processes and issues;</p> <p>21.3 Interact with respective Organizational Units and/or customers in scheduling training programs;</p> <p>21.4 Monitor training sessions and trainees; and</p> <p>21.5 Provide feedback to business on effectiveness of the overall training program and make recommendations on how to improve or add additional content/courses.</p>
22.	Technical Writing Specialist	<p>This role will develop written information about the organization's platform and aid in their development, use, and support. Outputs will include a range of documents to be read by both technical and non-technical personnel across all Organizational Units. The general responsibilities will include, but are not limited to:</p> <p>22.1 Individually develop and update technical documentation/content adhering to format, content and style guidelines;</p> <p>22.2 Produce content in desktop publishing, online help, and multi-media formats;</p> <p>22.3 Research and evaluate new documentation tools and methods; and</p> <p>22.4 Support application testing as needed.</p>
23.	Junior Project Manager	<p>This role will be responsible for developing and managing the overall project plan, including project objectives and success criteria, deliverables, roles/responsibilities, communication protocols, document control methodology, cost management, schedule management and quality management plans. The general responsibilities will include, but are not limited to:</p> <p>23.1 Develop a project management plan; provide weekly status updates verbally and in the form of a written report;</p> <p>23.2 Develop and maintain a detailed project management work plan;</p> <p>23.3 Confer frequently with the State Project Manager(s) and/or the Manager of the State Enterprise Project Management Office;</p> <p>23.4 Provide the State Project Manager(s) with weekly status reports in a format and with specific content as defined by the State;</p> <p>23.5 Provide the State Project Leader with information concerning procurement risks and issues;</p>

		<p>23.6 Prepare ad hoc reports, as requested, and in a format approved by the State; and</p> <p>23.7 Participate in face-to-face or teleconference meetings, as needed, with the State project team, and other ad hoc groups formed to facilitate the successful implementation of the core services.</p> <p>23.8 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree and two years of professional level experience in any one of the following areas: (1) systematic analysis of overall work processes for business or information systems or (2) project management.</p>
24.	Senior Project Manager	<p>This role will be responsible for developing and managing the overall project plan, including project objectives and success criteria, deliverables, roles/responsibilities, communication protocols, document control methodology, cost management, schedule management and quality management plans. The general responsibilities will include, but are not limited to:</p> <p>24.1 Develop a project management plan; provide weekly status updates verbally and in the form of a written report;</p> <p>24.2 Develop and maintain a detailed project management work plan;</p> <p>24.3 Confer frequently with the State Project Manager(s) and/or the Manager of the State Enterprise Project Management Office;</p> <p>24.4 Provide the State Project Manager(s) with weekly status reports in a format and with specific content as defined by the State;</p> <p>24.5 Provide the State Project Leader with information concerning procurement risks and issues;</p> <p>24.6 Prepare ad hoc reports, as requested, and in a format approved by the State; and</p> <p>24.7 Participate in face-to-face or teleconference meetings, as needed, with the State project team, and other ad hoc groups formed to facilitate the successful implementation of the core services.</p> <p>24.8 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree, and six years of professional level experience in any one of the following areas: (1) systematic analysis of overall work processes for business or information systems; or (2) project management; one of the six years must include being a leading team member of a project or project management.</p>
25.	Business Process Improvement Manager	<p>This role will act as an extension of the State organization by providing Business Process Improvement (BPI) services. A BPI manager serves as a consultant to the State, evaluating, planning and implementing improvements in business processes and practices. The general responsibilities will include, but are not limited to:</p> <p>25.1 Identify processes related to the State's EPP/CMS environment that could be candidates for business process re-engineering;</p> <p>25.2 Participate in the documentation of current and future-state processes; and</p> <p>25.3 Participate in BPI engagements such as Kaizen events</p>
26.	Business Process Analyst	<p>The Business Process Analyst's role is to devise and design business process requirements for all IT-related business, financial, and operations systems critical to core organizational functions. This includes researching and analyzing data in support</p>

		<p>of business functions, process knowledge, and systems requirements. The general responsibilities will include, but are not limited to:</p> <p>26.1 Get to know about the Roles, Tasks, Duties and Responsibilities of Business Process Analyst;</p> <p>26.2 Analyze, develop and configure business processes and data structures;</p> <p>26.3 Analyze, develop and implement new business architecture;</p> <p>26.4 Translate business objectives and requirements into functional and system specifications;</p> <p>26.5 Develop, configure and test business requirements;</p> <p>26.6 Create and generate detailed project documentation;</p> <p>26.7 Create other information deliverables;</p> <p>26.8 Interact with clients to understand their business needs and requirements;</p> <p>26.9 Coordinate with implementation team to develop and refine logistics;</p> <p>26.10 Assist and support the design and development of required interfaces and enhancements; and</p> <p>26.11 Ensure project is completed on time and within the budgetary limits.</p>
<p>27.</p>	<p>Security Infrastructure and Operations Analyst</p>	<p>This role is responsible for preventing unauthorized access to resources by practicing defense in depth and through the concept of least privilege. The general responsibilities will include, but are not limited to:</p> <p>27.1 Management of SSL offload, multifactor remote access, internet content filtering, load balancers, switches, routers, firewall and IDP/IDS appliances, server hardening, patch management, malware detection, syslog capture and analysis, SIEM;</p> <p>27.2 Analyzing security risks and instituting mitigating controls; and</p> <p>27.3 Incident response.</p>
<p>Technical QA</p>		
<p>28.</p>	<p>Quality Assurance Manager</p>	<p>This role will develop, establish, and enforce quality assurance standards and measures for the information technology services within the organization. This individual will direct research and development in support of business cases, proposed projects, and systems requirements over the course of software development lifecycles. The QA Manager will apply proven analytical and problem-solving skills to help validate IT processes through careful testing in order to maximize the benefit of business investments in IT initiatives. The general responsibilities will include, but are not limited to:</p> <p>28.1 Achieve quality assurance operational objectives by contributing information and analysis to strategic plans and reviews;</p> <p>28.2 Prepare and complete action plans;</p> <p>28.3 Implement production, productivity, quality, and customer-service standards;</p> <p>28.4 Identify and resolve problems;</p> <p>28.5 Perform audits;</p>

		<p>28.6 Determine system improvements; and</p> <p>28.7 Implement change.</p>
29.	Quality Assurance Analyst	<p>This role will develop and establish quality assurance standards and measures for the information technology services within the organization. The general responsibilities will include, but are not limited to:</p> <p>29.1 Gather and analyze data in support of business cases, proposed projects, and systems requirements;</p> <p>29.2 Apply proven analytical and problem-solving skills to help validate IT processes through careful testing in order to maximize the benefit of business investments in IT initiatives; and</p> <p>29.3 Write test plans and scripts for tracking defects and fixes in product development, software application development, information systems, and operations systems.</p>
30.	Quality Assurance (QA) Tester	<p>This role will be responsible for providing services to ensure the overall quality of the delivery and performance of the platform. In addition, the QA Tester will be responsible for monitoring the deliverables and solutions provided to ensure that issues related to data sharing, confidentiality, security and data ownership are appropriately addressed. The general responsibilities will include, but are not limited to:</p> <p>30.1 Provide quality assurance review, project risk analysis, and assistance with planning and setting of quality goals and objectives for the development and ongoing performance of the State's EPP/CMS environment;</p> <p>30.2 Define what testing will be performed, resources needed, and anticipated amount of time for each type/method of testing;</p> <p>30.3 Document how test scripts for each function will be developed and approved, including timeline and expected results;</p> <p>30.4 Develop user acceptance testing criteria and communicating these requirements to appropriate testers;</p> <p>30.5 Provide approach for and sample testing metrics including incident and script level metrics; and process for test results documentation and tracking on unit and integration; and</p> <p>30.6 Define recommended acceptance criteria for full system acceptance.</p>
Platform Architecture and Development		
31.	Junior Developer	<p>This role will be responsible for providing services to assist in the design and development of components of the framework including, but not limited to, front-end applications, back-end applications, enterprise databases, and potentially other capabilities. The general responsibilities will include, but are not limited to:</p> <p>31.1 Engage with business analysts and stakeholders to understand functional requirements, and contributes to completion of functional specifications;</p> <p>31.2 Prepare technical documentation on platform, application and/or database specifications;</p> <p>31.3 Create deliverables according to the Software Development Lifecycle such as functional and technical specifications, use cases, test cases, and system documentation;</p>

		<p>31.4 Complete unit and system test application changes to ensure quality of work;</p> <p>31.5 Analyze and assist with designing and developing reusable and enterprise level modules/applications; and</p> <p>31.6 Perform application and database performance reviews and make recommended application or database changes.</p> <p>31.7 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree AND two years of professional experience in one or a combination of the following: (1) software development; (2) database design; (3) systems analysis or design; or (4) information systems instruction.</p>
<p>32.</p>	<p>Senior Developer</p>	<p>This role will be responsible for providing services to assist in the design and development of components of the framework including, but not limited to, front-end applications, back-end applications, enterprise databases, and potentially other capabilities. The general responsibilities will include, but are not limited to:</p> <p>32.1 Engage with business analysts and stakeholders to understand functional requirements, and contributes to completion of functional specifications;</p> <p>32.2 Prepare technical documentation on platform, application and/or database specifications;</p> <p>32.3 Create deliverables according to the Software Development Lifecycle such as functional and technical specifications, use cases, test cases, and system documentation;</p> <p>32.4 Complete unit and system test application changes to ensure quality of work;</p> <p>32.5 Analyze and assist with designing and developing reusable and enterprise level modules/applications; and</p> <p>32.6 Perform application and database performance reviews and make recommended application or database changes.</p> <p>32.7 Minimum Education and Experience Qualifications: Graduation from an accredited college or university with a bachelor's degree AND three years of professional experience in one or a combination of the following: (1) software development; (2) database design; (3) systems analysis or design; or (4) information systems instruction.</p>
<p>33.</p>	<p>Interaction Architect (Interaction Designer or Human Interaction Engineer)</p>	<p>This role will work collaboratively with Developers and Information Architects to determine the user experience across multiple platforms. Working on a variety of projects you will propose solutions that balance user need with business goals and technological capabilities. The general responsibilities will include, but are not limited to:</p> <p>33.1 Develop methodology and implement as necessary a variety of interaction design techniques appropriately to solve specific design problems; and</p> <p>33.2 Craft interactive design documentation: Persona, scenarios, wireframes, competitive analyses, flows, and conceptual maps.</p>
<p>34.</p>	<p>Web Architect</p>	<p>This role will construct and implement the technical design for the organization's presence on the Internet. This includes the selection of Web applications' hardware and software platforms, developing site navigation, and designing an application framework. The Web Architect is also responsible for ascertaining system volume and analyzing traffic patterns. Exceptional knowledge of various Web development languages is required. The general responsibilities will include, but are not limited to:</p>

		<p>34.1 Work with a website management team to coordinate implementation of the infrastructure components they develop;</p> <p>34.2 Use software technologies such as Java, JavaScript, HTML, XML, UML and rapid application development (RAD) techniques;</p> <p>34.3 Write and develop software for specific projects; and</p> <p>34.4 Conceptualize the overarching goals of the State and building new strategies for evolution of the platform to the benefit of the citizens of the State.</p>
<p>35.</p>	<p>Application Integration (AI) Specialist</p>	<p>This role will participate in the planning and coordination of the integration of applications and technologies within the organization's application integration environment and perform solution development and implementation activities related to it. The following skills are critical to successful performance in this role:</p> <p>35.1 Proven communication skills;</p> <p>35.2 Problem-solving skills;</p> <p>35.3 Proficiency in programming languages and data structures; and</p> <p>35.4 Knowledge of integration best practices.</p>
<p>36.</p>	<p>Business Requirements Analyst</p>	<p>This role will elicit, analyze, specify, and validate the business needs of project stakeholders, be they customers or end-users. This includes interviewing stakeholders and gathering and compiling user requirements to convey to development teams throughout the software lifecycle. This Business Requirements Analyst will also apply proven communication, analytical, and problem-solving skills to help support the development process. The general responsibilities will include, but are not limited to:</p> <p>36.1 Define the underlying business need to be addressed and information related to the product and project requirements, often through conversations with stakeholders;</p> <p>36.2 Organize, specify and model the requirements to ensure they are complete and unambiguous;</p> <p>36.3 Document the requirements in a format that can be shared with stakeholders; and</p> <p>36.4 Ensure the requirements map to the real business need, are approved by all relevant stakeholders, and meet essential quality standards.</p>

Additional Software License Provisions (If Applicable)

State and Contractor roles and responsibilities

Area 1 - Server Hardware Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	VMWARE Admin	
Server Hardware Support for VM Hosts and Guests, via RFS and Helpdesk Ticket Requests	A		P	
Server Hardware Support for Physical Hardware, via RFS and Helpdesk Ticket Requests	A	P		
Monitor VM Host Physical Hardware	D	I	P	I
Monitor Physical Server Hardware	D	P	I	I
Identify and Correct VM Host Server Hardware Issues	A	I	P	I
Identify and Correct Physical Server Hardware Issues	A	P		I
Area 2 - Linux Operating System Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Linux Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administration - Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P	I	I
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P	I	I
System Tools Patch Administration - Obtain, Install, and Configure System Tool Patches	M	P	I	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P	S	I
Patch and Upgrade Verification and Validation	A	I	S	P
Area 3 - Windows Operating System Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Windows Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & Administer OS Software Product Licenses,	A	P		

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

STS Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Updates and Upgrades				
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P	I	I
System Tools Patch Administration - Obtain, Install, and Configure System Tool Patches	A	P	I	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		I
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		
Area 4 - VMWare Administration and Support				
Task	Frequency	STS		Middleware Admin and Vendor
		System Admin	VMWARE Admin	
VMWare Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & administer VMWARE Software Product Licenses, Updates and Upgrades	A		P	I
Monitor and Report VM Guest and Host Performance; Recommend Configuration Changes	D	S	P	I
Reconfigure VM Hosts and Guest Configurations	A	I	P	I
Deploy New and Upgraded VM Guest Images	A	I	P	I
Control, Manage and Maintain Virtual Center	D		P	
Control, Manage and Maintain VM Host and Guest Network Connections, Virtual Switches and Port Configurations	D	I	P	I
Maintain VM Host Hardware	D	I	P	I
Recommend and Install VM Host Hardware Refreshes	A	I	P	I
Backup and Restore - .vmdk/.vmx files	D		P	
Disaster Recovery – Provide Disaster Recovery Procedures and Disaster Recovery Assistance for Testing and Disaster Events for VM Hosts and Guests	A		P	
Area 5 - Middleware Tools Administration and Support (JBOSS, Apache)				
Task	Frequency	STS		Contractor
		Middleware Admin	System Admin	
Middleware Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & administer Application Software Product Licenses, Updates and Upgrades	A	P	S	

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

STS Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Middleware Patch Administration – Obtain, Install, and Configure Operating Systems Patches	A	S	P	I
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P	S	
Static Page Content - Obtain Approval through Appropriate Channels	A	I		P
Static Page Content - Content Updates	A	I		P
Production Environment - Configuration Changes	A	P		I
Production Environment - Deployments	A	P		I
Test Environment - Configuration Changes	A	I		P
Test Environment - Deployments	A	I		P
Support Calls After Hours for Production Environment - Emergency Deployments / Redeployments (Via State Helpdesk and Incident Logging)	A	P		I
Static Content Deployments for Test Environment	A	I		P
Static Content Deployments for Production Environment	A	P		I
Area 6 - Database Administration and Support				
Task	Frequency	STS		Contractor
		Database Admin	System Admin	
Database Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & Administer Database Software Product Licenses, Updates and Upgrades	A	P		
Database Patch Maintenance	A	P	I	I
Database Version Upgrades	A	P	I	I
Data Performance - Application and Database	A	I		P
Database Performance - Infrastructure	A	P	S	I
Database Backup and Recovery	D	P		
Data Updates (Selects, Inserts, Deletes)	A	I		P
Data Loads	A	I		P
Database Changes (Table Spaces, New Schema Creation)	A	P		I
Data Loads for Migrations	A	P		I
Area 7 - Security Administration and Support				
Task	Frequency	STS		Contractor
		Portal Manager	Various Groups (List)	
Vendor System UserID or RACF Requests	A	P		

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

STS Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Server Access Issues	A		P - System Administrator	
Security Breach Concerns	A		P - System Administrator; P - Security	
Security Breach Escalations	A		P - Security	
Log Report Creation	A		P - Enterprise Services	
Log Report Review	A		P - Enterprise Services	
Log Report Security	A		P - Enterprise Services	
Area 8 - Network/Firewall Administration and Support				
Task	Frequency	STS		Contractor
		Network Admin	Firewall Admin	
Network Support, via RFS and Helpdesk Ticket Requests	A	P		
Configure New Firewall Rules	A		P	
Load Balancer Services and Support	A	P		
Site to Site Network Communications	A	P		
Area 9 - Application Administration and Support				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
ePortal Application Support, via RFS and Helpdesk Ticket Requests	A		S	P
ePortal Application Upgrades, Enhancements, and New Development	A		P	I
ePortal Application Patch Administration – Obtain, Install, and Configure Application Patches	A	S	P	I
ePortal Application Deployments to the State’s Test and Production Environments	A		P	I
MySQL - Patches	A	S	P	I
MySQL - Upgrades	A	S	P	I
.Net - Patches	A		P	I
.Net - Upgrades	A		P	I
Apache - Patches	A	P	S	I
Apache - Upgrades	A	P	PS	I

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

STS Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Area 10 - SFTP Server and Services				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Linux Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administration - Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P		I
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P		I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		S
SFTP Application Support - Installation Services, Access Support, Patching	A	I		
SFTP Services - Support and Daily Maintenance	A	I		
Area 11 - PCI Related Tools (Host Intrusion and Reporting / Centralized Logging)				
Task	Frequency	STS		Contractor
		System Admin	Middleware Admin	
Host Intrusion Application and Reporting Support - Installation Services, Access Support, Patching	A	I	P	I
Host Intrusion and Reporting Services - Support and Daily Maintenance	A	I	P	I
System and Application Patch and Upgrade Notifications		P	P	

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

STS Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Customer Service Roles and Responsibilities

Tier Two: EPIS Contractor

The EPIS Contractor is responsible for Tier 2 Support on a temporary basis, as defined in RFQ Attachment I, EPIS *Pro Forma* Contract, Section A.8.j.

General Responsibilities, Customer Service

1. Maintain knowledge base of solutions.
2. Resolve problems with EPP/CMS Websites/Applications as required.
3. Answer application questions (How to use, why to use, etc.)
4. Answer business questions
5. Resolve data integrity and data quality issues
6. Handle problem reports (“incidents”, “tickets”):
 - 6.1. Ticket - Document, update, track, report, route, create, resolve (State ticketing system)
 - 6.2. Respond to tickets assigned from Tier 1 Support within specified time frame.
 - 6.3. Perform analysis/troubleshooting as needed to investigate the problem. Engage additional support staff as appropriate (SA's, DBA's, Middleware, Networking, SAN). Resolve if possible. Escalate if not resolvable.
 - 6.4. Escalate: Assign/route tickets to appropriate Tier 3 support (responsible STS units, portal contractor IT service desk, equipment/software vendors, third party service providers, etc.).

Incident Response Requirements: Normal Business Hours and On call 24x7

Priority	Time to Respond	Time to Resolve	Time to Escalate (after resolve time out)
Critical (1)	15 Min	180 Min (3 hours)	60 Min
High (2)	60 Min	300 Min (4.5 hours)	120 Min (2 hours)
Medium (3)	180 Min (3 hours)	660 Min (11 hours)	240 Min (4 hours)
Next Day	1440 Min (24 hours)	2880 Min (2 days)	2880 Min (2 days)

Tier Three: EPIS Contractor

General Responsibilities, Customer Service

1. Maintain knowledge base of solutions.
2. Provide and implement bug fixes for complex applications.
3. Provide and implement security fixes for complex applications.
4. Document defects, track defects/fixes, report for complex applications.
5. Provide instructions and documentation to Tier 2 support.
6. Obtain and apply software vendor patches (database, EPP, CMS).
7. Handle problem reports (“incidents”, “tickets”):
 - 7.1. Ticket - Document, update, track, report, route, create, resolve (State ticketing system).
 - 7.2. Respond to tickets assigned from Tier 1 or Tier 2 Support within specified time frame.
 - 7.3. Perform analysis/troubleshooting as needed to resolve the problem. Engage additional support staff as appropriate (SA's, DBA's, Middleware, Networking, SAN, product and service vendors).

Incident Response Requirements: Normal Business Hours and On call 24x7

Priority	Time to Respond	Time to Resolve	Time to Escalate (after resolve time out)
Critical (1)	15 Min	180 Min (3 hours)	60 Min
High (2)	60 Min	300 Min (4.5 hours)	120 Min (2 hours)

Tier Three: EPPH Contractor

General Responsibilities, Customer Service

1. Maintain knowledge base of solutions.
2. Obtain and apply software vendor patches (database, EPP, CMS).

3. Handle problem reports (“incidents”, “tickets”):
 - 3.1. Ticket - Document, update, track, report, route, create, resolve (State ticketing system).
 - 3.2. Respond to assigned ticket in specified time frame.
 - 3.3. PSI responsible for entering resolutions into State ticketing system.
 - 3.4. Diagnose and resolve hardware/ infrastructure issues.
 - 3.5. Diagnose and resolve hosting/ software (database, EPP, CMS) issues.
 - 3.6. Perform analysis/troubleshooting as needed to resolve the problem. Engage additional support staff as appropriate (SA's, DBA's, Middleware, Networking, SAN, product and service vendors).

Incident Response Requirements: Normal Business Hours and On call 24x7

Priority	Time to Respond	Time to Resolve	Time to Escalate (after resolve time out)
Critical (1)	15 Min	180 Min (3 hours)	60 Min
High (2)	60 Min	300 Min (4.5 hours)	120 Min (2 hours)
Medium (3)	180 Min (3 hours)	660 Min (11 hours)	240 Min (4 hours)

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers): _____%.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.

Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

**FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGY SERVICES
CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION**

Federal Tax Information ("FTI") means any return or return information, as defined by I.R.C. § 6103(b)(2), received from the Internal Revenue Service or secondary source, such as the Social Security Administration, Federal Office of Child Support Enforcement, or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.

1. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1.1 All work will be done under the supervision of the Contractor or the Contractor's employees.
- 1.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- 1.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 1.4 The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 1.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State with a statement containing the date of destruction, description of material destroyed, and the method used.
- 1.6 All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- 1.7 No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- 1.8 The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- 1.9 The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS:

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such

unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000) with respect to each instance of unauthorized disclosure. These penalties are prescribed by I.R.C. §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars (\$1,000) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by I.R.C. §§ 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 § U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his or her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000).
- 2.4 Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of I.R.C. §§ 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION:

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

Application	Organizational Unit	Description	Application Complexity	Recommended Action	Lines of Code	Languages
FormStack	C&I	Complaint	Simple	CMS		
FormStack	C&I	Complaint	Simple	CMS		
FormStack	C&I	Complaint	Simple	CMS		
FormStack	C&I	Complaint	Simple	CMS		
FormStack	C&I	Complaint	Simple	CMS		
FormStack	DCS	Notification	Simple	CMS		
FormStack	DCS	Inquiry	Simple	CMS		
FormStack	DCS	Application	Simple	CMS		
FormStack	EESI	Application	Simple	CMS		
FormStack	F&A	Award	Simple	CMS		
FormStack	First Lady	Request	Simple	CMS		
FormStack	First Lady	Tour	Simple	CMS		
FormStack	First Lady	Tour	Simple	CMS		
FormStack	GS	Property	Simple	CMS		
FormStack	Governor	Contact	Simple	CMS		
FormStack	Governor	Request	Simple	CMS		
FormStack	Governor	Request	Simple	CMS		
FormStack	Governor	Request	Simple	CMS		
FormStack	Governor	Event	Simple	CMS		
FormStack	Governor	Request	Simple	CMS		
FormStack	Human Services	Request	Simple	CMS		
FormStack	Human Services	Request	Simple	CMS		
FormStack	Human Services	Request	Simple	CMS		
FormStack	Mental Health	Award	Simple	CMS		
FormStack	Mental Health	Contact	Simple	CMS		
FormStack	Mental Health	Test	Simple	CMS		
FormStack	STS-Planning	Exception	Simple	CMS		

Application	Organizational Unit	Description	Application Complexity	Recommended Action	Lines of Code	Languages
FormStack	STS-Planning	Request	Simple	CMS		
FormStack	STS-Planning	Request	Simple	CMS		
FormStack	STS-Planning	Chart	Simple	CMS		
FormStack	STS-Planning	Issues	Simple	CMS		
FormStack	STS-Planning	Survey	Simple	CMS		
FormStack	STS Security	Bug	Simple	CMS		
FormStack	STS Security	Update	Simple	CMS		
FormStack	Revenue	Registration	Simple	CMS		
FormStack	Safety	Notification	Simple	CMS		
FormStack	TACIR	Request	Simple	CMS		
FormStack	TCAD	Story	Simple	CMS		
FormStack	TCAD	Contact	Simple	CMS		
FormStack	TCCY	Membership	Simple	CMS		
FormStack	TDOT	Mailing List	Simple	CMS		
FormStack	TDOT	Ordering	Simple	CMS		
FormStack	TDOT	Comments	Simple	CMS		
FormStack	TDOT	Registration	Simple	CMS		
FormStack	TDOT	Request	Simple	CMS		
FormStack	TDOT	Request	Simple	CMS		
FormStack	TDOT	Notification	Simple	CMS		
FormStack	TennCare	Request	Simple	CMS		
FormStack	TennCare	Request	Simple	CMS		
FormStack	TennCare	Request	Simple	CMS		
FormStack	TennCare	Request	Simple	CMS		
FormStack	TennCare	Request	Simple	CMS		
FormStack	TennCare	Registration	Simple	CMS		
FormStack	TennCare	Registration	Simple	CMS		

Application	Organizational Unit	Description	Application Complexity	Recommended Action	Lines of Code	Languages
FormStack	TennCare	Request	Simple	CMS		
FormStack	TennCare	Registration	Simple	CMS		
FormStack	THEC	Ordering	Simple	CMS		
FormStack	TRA	Complaint	Simple	CMS		
FormStack	Veteran Services	Request	Simple	CMS		
FormStack	Labor	Notification	Simple	CMS		
FormStack	Labor	Decision	Simple	CMS		
FormStack	Labor	Notification	Simple	CMS		
FormStack	Labor	Request	Simple	CMS		
FormStack	Labor	Request	Simple	CMS		
FormStack	Labor	Request	Simple	CMS		

Section B – ePortal Simple Applications. Simple Applications that currently reside in the Complex Application area of ePortal.

Application	Organizational Unit	Description	Application Complexity	Recommended Action	Lines of Code	Languages
MyTn	F&A	Localization application	Simple	CMS	749	Java,HTML,XML,JSP,Maven,Visualforce Component
Notify	F&A	Notifications	Simple	CMS	85343	Javascript,HTML,Java,JSP,CSS,SQL,XML,Maven,Visualforce Component
Survey	F&A	Links Organizer	Simple	CMS	14801	Java,HTML,XML,SQL,Maven,CSS,Javascript,Velocity Template Language,Visualforce Component
Tnemail	F&A	Mass mailer	Simple	CMS	20614	Java,HTML,XML,SQL,Maven,CSS,Javascript,Velocity Template Language,Visualforce Component

Section C - ePortal Complex Applications

#	Application	Entity	Description	Action During Transition-in	Lines of Code	Languages	Payment Processing (Y/N)
1	TNCRIM	Administrative Office of the Courts (AOC)	Criminal Justice Lookup	No Change	201,020 10,667	Java,XML,XSD,SQL,Javascript,HTML,CSS,Velocity Template Language,Maven	N
2	ABC	Alcohol and Beverage Commission (ABC)	ABC Licensing – Licensing to give bartenders ability to serve alcohol. Only the administrative portion to take payments at the counter has been implemented. The application currently allows a clerk to record cash receipts. There are no interfaces to allow credit card, eCheck or ACH processing. Note: Plans to retire this application in May 2016.	No Change	40,163	JSP,Java,HTML,SQL,Maven,XML	N
3	ADOPTION	Children’s Services (DCS)	Adoption Registry Portal	No Change	9,426	Javascript,CSS,HTML,Java,XML,Velocity Template Language,Maven	N
4	ADVOCARE	Children’s Services (DCS)	TennCare Advocate Portal	No Change	12,613	Java,HTML,JSP,CSS,XML,Maven,Javascript	N
5	CARAT	Children’s Services (DCS)	Child Abuse Referral and Tracking	No Change	11,392	HTML,Java,Javascript,Maven,XSD,XML,CSS,SQL,Visualforce Component	N
6	DCS INSPECT	Children’s Services (DCS)	Childcare Facility Licensing Inspections <u>Note:</u> Also, has a companion mobile application	No Change	51,452	Objective C,Java,XML,HTML,C/C++ Header,JSP,Javascript,SQL,CSS,Maven,Visualforce Component	Y
7	DCSCONTRACTS	Children’s Services (DCS)	Contract Management for Children’s Services	No Change	58,756	HTML,Java,Javascript,CSS,SQL,Maven,XML,PHP,Visualforce Component	N
8	DCSSW	Children’s Services (DCS)	DCS Web Services	No Change	9,855	Java,SQL,Maven,XML,JSP,Visualforce Component	N
9	FPV	Children’s Services (DCS)	Foster Parent Verification	No Change	7,238	Java,JSP,HTML,Maven,XML,XSD,CSS,SQL,Visualforce Component	N
10	TNSFMO	Commerce & Insurance (C & I)	Architects and Engineers Plans Submittal Portal (AEPLANS)	No Change	45,258	Java,Javascript,HTML,JSP,XML,CSS,Maven,SQL,Python,Visualforce Component	Y
11	CIUPDATES	Commerce & Insurance (C & I)	C & I – Change firm affiliation or mailing	No Change	10,371	Java,HTML,JSP,XML,Maven,SQL,Javascript,CSS,Visualforce Component	Y
12	MODPLANS	Commerce & Insurance (C & I)	Modular Building Unit Plan submittal	No Change	6,473	Java,HTML,JSP,XML,Maven,SQL,CSS,Bourne Shell	Y
13	FOIL	Corrections (DOC)	Felony Offender Information (FOIL) lookup	No Change	6,394	Java,HTML,JSP,CSS,SQL,XML,Javascript,Maven,Visualforce Component	N
14	VSERV	Corrections (DOC)	Volunteer Services Application	No Change	8,134	Java,HTML,JSP,XML,SQL,Maven,CSS,Visualforce Component	N
15	ELI	Education (DOE)	Educator Licensing	No Change	18,813	Java,HTML,JSP,XML,Maven,Visualforce Component	N
16	TCAS	Education (DOE)	Tennessee Education Standards Review	No Change	6,681	HTML,Java,Python,Javascript,CSS,Maven,SQL,XML,Visualforce Component	N
17	USTOP	Environment & Conservation (TDEC)	Underground Storage Tank Operator Training	No Change	40,890	Java,JSP,Javascript,XML,HTML,SQL,CSS,Maven,Visualforce Component,Bourne Shell	N
18	CONFLICT	Ethics Commission	Conflict of interest – Statement of Disclosure of Interest for State and Local Elected Officials	No Change	22,248	Java,JSP,HTML,XML,CSS,Maven,SQL,Visualforce Component	N
19	ILOBBY	Ethics Commission	Lobbyist registration	No Change	41,426 8,142	Java,JSP,HTML,XML,SQL,Maven,CSS,Javascript,Visualforce Component	Y
20	TNCAMP	Ethics Commission	Campaign Finance Filing and Search	No Change	90,877	Java,JSP,HTML,SQL,XML,CSS,Javascript,Maven,Visualforce Component,JSON	N

#	Application	Entity	Description	Action During Transition-in	Lines of Code	Languages	Payment Processing (Y/N)
21	NUCLEUS	Finance & Administration (F & A)	Security jar file that resides on all Portal servers Note: Nucleus is not an application. It is a library used by applications for credit card processing. ACH transactions do not go through Nucleus.	No Change	83,626	Java,CSS,XML,Javascript,HTML,Maven,SQL,Python	N
22	CRIS-WS	Finance & Administration (F & A)	Restaurant Inspections Note: Used by Agriculture and Health Also, has a companion mobile application	No change	24,675	Java,Objective C,CSS,Javascript,XML,C/C++ Header,Python,HTML,Maven,Bourne Shell,Visual Basic,Bourne Again Shell,JSON,SQL,DOS Batch	N
23	ECHECKS	Finance & Administration (F & A)	Echeck web service Note: Plans to Retire this application in 2016	No Change	1,367	Java,Maven,XML,JSP,Visualforce Component	Y
24	LICENSES	Finance & Administration (F & A)	License Lookup	No Change	93,176	XML,Javascript,HTML,CSS,Java,JSP,Maven,SQL,Visualforce Component	N
25	PAAMS (web-based end-user management) SPAAMS (internal State use – reset passwords; authorized user can manage group of users)	Finance & Administration (F & A)	Customer Management system	No Change	83,626 2,165 1,718 1,543 2,241	Java,HTML,JSP,CSS,XML,Maven,Javascript,XSD,SQL,Visualforce Component	N
26	TOPE	Finance & Administration (F & A)	Online Payment Engine (Note: interfaces to allow external applications to interface with the State's Merchant Servicer) Note: Plans to Retire this application in 2016	No Change	5,800	Java,JSP,HTML,XML,SQL,Maven,CSS,XSD,Visualforce Component	Y
27	SALARY	Finance & Administration (F&A)	Open Government Salary Search - Transparency	No Change	1,741	HTML,Java,Javascript,JSP,XML,Maven,CSS,Visual Basic,Visualforce Component,DOS Batch	N
28	TNTRACK	Finance & Administration (F&A)	Tennessee Bill Tracking	No Change	37,534	Java,JSP,SQL,XML,CSS,HTML,Maven,Javascript,Visualforce Component	N

#	Application	Entity	Description	Action During Transition-in	Lines of Code	Languages	Payment Processing (Y/N)
29	RECON	Finance & Administration (F&A)	Generates reports and sends via email to requestor Application is used by: <ul style="list-style-type: none"> • ABC • Agriculture • C&I • Comptroller • DCS • Ethics Commission • Health • Labor • Revenue 	No Change	4,477	Java,XML,JavaServer Faces,Maven,HTML,CSS	N
30	NOTIFY	Governor's Office	Governor's Notification Application Each Agency can create, save drafts, and send notifications. Agencies can add and remove topics and search through archives. Used by the Governor's Office & Safety	No Change	85,343	Javascript,HTML,Java,JSP,CSS,SQL,XML,Maven,Visualforce Component	N
31	HLRS	Health (DOH)	Health Licensing Renewal System	No Change	54,656	XXML,XSD,HTML,Java,JSP,Python,SQL,Maven,CSS,Bourne Shell,Javascript,Visualforce Component	Y
32	TPR	Health (DOH)	Training Partner Registration	No Change	72,091	HTML,Java,Javascript,CSS,SQL,JSON,Maven,XML	N
33	POSTSEC	Higher Education	Postsec - Postsecondary	No Change	130,238	Java,HTML,JSP,SQL,XML,Javascript,CSS,Maven,Visualforce Component,Bourne Shell	N
34	DHSCC	Human Services (DHS)	Family Assistance Application Status	No Change	214	Java,Maven,XML	N
35	EAVPAY	Human Services (DHS)	Childcare Attendance Verification	No Change	57,599	XML,Java,HTML,JSP,SQL,Python,Javascript,Maven,DTD,CSS,Visualforce Component	N
36	TCSES	Human Services (DHS)	Child Support Enforcement System	No Change	6,233	Java,HTML,JSP,Javascript,Python,XML,Maven,SQL,CSS,Visualforce Component	N
37	CMUR	Labor & Workforce Development (DLWD)	Case Management and Utilization Review (CMUR)	No Change	26,431	Java,JSP,HTML,XML,Maven,SQL,Visualforce Component	N
38	BIZBATCH	Revenue (DOR)	Batch Business Tax filings <u>Note:</u> These are ACH payments and are processed nightly through Treasury	No change	3,410	Java,HTML,XML,JSP,CSS,Maven,SQL,VisualforceComponent	Y
39	BIZREG	Revenue (DOR)	Business registration	No Change	22,452	Java,HTML,JSP,SQL,Python,Maven,VisualBasic,XML,CSS,VisualforceComponent,BourneShell	N
40	BIZTAX	Revenue (DOR)	Business tax filings	No Change	19,964	Java,HTML,JSP,SQL,CSS,Javascript,XML,Maven,Visualforce Component	Y

#	Application	Entity	Description	Action During Transition-in	Lines of Code	Languages	Payment Processing (Y/N)
41	EDI	Revenue (DOR)	EDI – Sales & Use Tax Return Files	No change	13,460	Java,Python,HTML,JSP,XML,CSS,Maven,VisualforceComponent,SQL	N
42	ETAX	Revenue (DOR)	Hall Income Tax	No Change	11,330	Java,JSP,HTML,SQL,XML,Maven,CSS,VisualforceComponent	Y
43	FNETAX	Revenue (DOR)	Franchise and excise tax filings	No Change	75,424	Java,HTML,JSP,Python,JavaScript,SQL,CSS,VisualBasic,Maven,XML,BourneShell,VisualforceComponent	Y
44	FNETAXLF	Revenue (DOR)	Franchise Taxes, Long Form	No Change	80,259	XML,XSD,Java,SQL,Maven,VisualforceComponent,HTML	N
45	REVUSERS	Revenue (DOR)	Revenue Users Management	No Change	5,644	Java,JSP,CSS,XML,HTML,Maven,JavaScript,VisualforceComponent	N
46	SSTP	Revenue (DOR)	Streamlined Sales Tax – all payments are ACH; that payment type is not processed through the State’s merchant servicer	No Change	9,009	XML,Java,Maven,SQL,HTML,JSP,BourneShell	Y
47	ETIMEF	Revenue (DOR)	Estate and Trust MeF	No Change	68,418	Java,XSD,XML,Maven,SQL,HTML	N
48	USETAX	Revenue (DOR)	Consumer Use Tax filing	No Change	11,539	Java,HTML,JSP,SQL,CSS,Maven,XML	Y
49	INCMF	Revenue (DOR)	Income MEF	No Change	48,035	Java,XSD,XML,Maven,SQL,HTML	N
50	IVTR	Revenue (DOR)	Interactive Vehicle Title and Registration	Note: Currently, this application interfaces with the incumbent vendor’s merchant service provider for credit card and eCheck transactions.	39,77	Java,JSP,HTML,XML,CSS,Maven,VisualforceComponent	Y
51	PRIVBATCH	Revenue (DOR)	Professional Privilege Tax Batch filings	No Change	12,746	Java,HTML,Python,JSP,XML,SQL,Maven,CSS,JavaScript,VisualforceComponent	Y
52	PRIVTX	Revenue (DOR)	Professional Privilege Tax filings	No Change	9,697	Java,HTML,JSP,Python,SQL,Maven,XML,CSS,BourneShell,VisualforceComponent	Y
53	SALES	Revenue (DOR)	Sales tax filings	No Change	18,904	Java	Y
54	TAXDBT	Revenue (DOR)	Online Tax Payments	No Change	31,669	JavaScript,HTML,CSS,Java,JSP,SQL,Maven,XML,VisualforceComponent	Y
55	AMVR	Safety (DOS)	Agency Motor Vehicle Record Lookup Note: This is a version of IMVR that is only used by state agencies. DOS must approve all users. This is one of two ways agencies that are required by law to obtain MVR data can receive this data from Safety. The other is through DRIVERRECORDWS.	No change	5,056	Java,HTML,JSP,SQL,XML,Maven,CSS	Y
56	IMVR	Safety (DOS)	Interactive Moving Vehicle Record (moving violation records) Note: LMVR is a module of IMVR. IMVR is supplied data by a batch process called BMVR	Note: Currently, this application interfaces with the incumbent vendor’s merchant service provider for credit card and eCheck transactions.	5,255 1,833	Java,HTML,JSP,XML,Maven,SQL,DTD,CSS,VisualforceComponent	Y
57	PMVR	Safety (DOS)	Personal Motor Vehicle Records (PMVR)	Note: Currently, this application interfaces with the incumbent vendor’s merchant service provider for credit card and eCheck transactions.	8,148	Java,HTML,JSP,XML,SQL,Maven,CSS,VisualforceComponent	Y

#	Application	Entity	Description	Action During Transition-in	Lines of Code	Languages	Payment Processing (Y/N)
58	THPBUSCERT	Safety (DOS)	THP Bus Certification Note: Also, has a companion mobile application	No Change	84,421	Java, Javascript, Objective C, HTML, JSP, C/C++ Header, Python, CSS, Objective C++, SQL, JSON, Maven, XML, Bourne Shell, Visualforce Component	N
59	BUSINSPECT	Safety (DOS)	Bus Inspections Note: Also, has a companion mobile application	No Change	159,407	Java, HTML, JSP, Objective C, C/C++ Header, Python, CSS, Objective C+, SQL, Javascript, XML, Maven, Bourne Shell	N
60	DRIVERRECORDWS	Safety (DOS)	Driver's License Web Service Note: This is one of two ways agencies that are required by law to obtain MVR data can receive this data from Safety. The other is through AMVR.	No Change	15,511	XML, Java, XSD, Maven, Ant, SQL, Visualforce Component	N
61	HANDGUN	Safety (DOS)	Online Handgun Registry Note: Plans to retire this application by 5/1/2016	No Change	48,368 11,116 5,242 3,101 2,400	Java, HTML, JSP, XML, SQL, Maven, Python, CSS, Bourne Shell, Visualforce Component, Javascript	N
62	SMVR	Safety (DOS)	Driver's License Inquiries (SMVR)	Note: Currently, this application interfaces with the incumbent vendor's merchant service provider for credit card and eCheck transactions.	2,159	Java, HTML, JSP, Maven, SQL, XML, Visualforce Component	Y
63	METHOR	TN Bureau of Investigation (TBI)	Meth Offender Registry	No Change	93,176	Java, HTML, JSP, Maven, CSS, XML, Visualforce Component	N
64	CYPRA	TN Commission on Children and Youth	Children and Youth Program Resource Allocation	No Change	14,863	Java, HTML, Python, SQL, Maven, Javascript, XML, CSS	N
65	STR	TN Higher Education Commission	Student Transcript Requests	No Change	3,088	Java, XML, SQL, Javascript, HTML, CSS, Maven	Y
66	TMT	TN Student Assistance Corporation	TSAC Mass Texting	No Change	2,419	Java, HTML, CSS, Javascript, SQL, Maven	N
67	TDOTLP	Transportation (TDOT)	TDOT Local Programs	No Change	7,391	Java, HTML, Python, JSP, XML, Javascript, SQL, Maven, CSS, Visualforce Component	N
68	LGIP	Treasury (State Treasurer)	Local Government Investment Pool ACH Batch Transactions through Treasury Note: Treasury plans to retire this application by 12/31/2016	No Change	10,779	Java, JSP, HTML, SQL, Maven, XML, Visualforce Component	Y
69	TGC	Treasury (State Treasurer)	Treasury Gift Center Note: Also, has a companion mobile application	No Change	18,304	Javascript, Java, HTML, CSS, Maven, Python, SQL, XML	Y
70.	TWRAFUND	Wildlife Resource Agency (TWRA)	Watchable Wildlife Endowment Fund	No Change	2,441	Java, JSP, HTML, XML, SQL, Maven, CSS, XSD, Visualforce Component	Y

Note: Some portal applications have more than one portal code. For instance, Health's HLRS application has 35 portal codes. These are used in the design of the application to allow Health to track sales of each type of license separately. Also, there are multiple portal codes for Revenue's tax applications. These are used to track sales for each type of taxes and also allows for routing of ACH payments to Treasury and credit card transactions to the State's merchant servicer for processing and settlement. For instance, there is a unique portal code for Sales and Use Tax/credit card transactions and another for Sales and Use Tax/ACH transactions.

Section 3 - ePortal Scripts follow on the next page.

ePortal Scripts

Entity	App	Script Name	Frequency	Job Times	Language	Lines of Code	
<i>Administrative Office of the Courts</i>	TNCRIM	tnkrim_safety_dump.py	Weekly	Mon, 6:00am	Python	195	
		tnkrimUserReport.py	Monthly	1st, 5:00am	Python	162	
<i>Finance & Administration</i>	NUCLEUS	user_unlock.py	Hourly	Every 30 minutes	Python	93	
	PAAMS	autopopulator.py	Hourly	On the hour	Python	109	
		paamsTokenReset.py	Hourly	Every 30 minutes	Python	28	
	Bill Tracking (TNTRACK)	checkSameOrBigger.py	Hourly	On the hour	Python	20	
		document_update_import.py	Hourly	On the hour	Python	50	
		getrpt.sh	Hourly	On the hour	Python	4	
		insert_timestamp.py	Hourly	On the hour	Python	33	
		load_tntrack.bash	Hourly	On the hour	Python	20	
		tntrack_action_history.py	Hourly	On the hour	Python	59	
		tntrack_create_codoc_file.py	Hourly	On the hour	Python	59	
	CRIS-WS	tntrack_email_alerts.py	Daily	3:00am	Python	116	
		load_ag_inspections.py	Daily	5:30am	Python	304	
		purge_old_inspections.py	Daily	5:30am	Python	67	
	TCAS	update_restaurants_with_last_inspection_score.py	Daily	5:30am	Python	59	
		summary.py	Weekly	Wed, 5:00am	Python	203	
			usage_report.py	Daily	5:00am	Python	79
		<i>Health</i>	HLRS	renewal_file_notification.py	Weekly	Mon, 6:00am	Python
send_email_notifications.py	Daily			7:00am	Python	150	
send_weekly_email_log.py	Weekly			Mon, 6:05am	Python	119	
<i>Human Services</i>	EAVPAY	get_files.sh	Daily	11:15pm	Shell	2	
		load_eavs.py	Daily	11:30pm	Python	205	
		load_files_procedure.sh	Daily	11:30pm	Shell	30	
		load_providers_vendors_file.py	Daily	11:15pm	Python	40	

Entity	App	Script Name	Frequency	Job Times	Language	Lines of Code	
		load_providers.py	Daily	11:30pm	Python	82	
		load_vendors.py	Daily	11:15pm	Python	54	
		run_alleavpay_report.py	Daily	4:00am	Python	103	
		run_dumpeavpay_report.py	Daily	4:00am	Python	104	
	TCSES	get_input_files.sh	Daily	8:00am	Shell	4	
		import.py	Various	6th through 10th	Python	451	
		load_input_files.sh	Daily	8:00am	Shell	6	
	Revenue	BIZREG	rits.py	Daily	3:15am	Python	606
		BIZTAX	get_rate_files.sh	Daily	3:10am	Shell	24
get_situs.sh			Daily	3:15am	Shell	8	
load_rate_files.sh			Daily	3:10am	Shell	11	
load_situs.sh			Daily	3:15am	Shell	5	
rits.py			Daily	3:15am	Python	1410	
EDI		production_from_production_rits.py	Daily	3:30am	Python	1283	
		testing_from_production_rits.py	Daily	3:30am	Python	1283	
FNETAX		get_verify_files.sh	Daily	4:00am	Shell	10	
		load_verify_files.sh	Daily	4:00am	Shell	3	
		rits.py	Daily	3:15am	Python	1853	
PRIVBATCH		paams_privbatch_recon_rejected.py	Daily	4:00am	Python	376	
		rits.py	Daily	3:15am	Python	710	
PRIVTX		rits.py	Daily	3:15am	Python	475	
SALES		get_account_numbers.sh	Daily	7:00am	Shell	8	
		get_ratefile.sh	Daily	3:15am	Shell	9	
		get_routing_numbers.sh	Monthly	1st, 3:30am	Shell	8	
		load_account_numbers.sh	Daily	7:00am	Shell	3	
		load_ratefile.sh	Daily	3:15am	Shell	4	
		load_routing_numbers.sh	Monthly	1st, 3:30am	Shell	3	
	rits.py	Daily	3:15am	Python	871		
	sync_cbid.py	Daily	3:45am	Python	52		

Entity	App	Script Name	Frequency	Job Times	Language	Lines of Code	
		sync_filing_freq.py	Daily	3:45am	Python	52	
	SSTP	get_account_numbers.sh	Daily	1:10am	Shell	11	
		sstp_import.sh	Weekly	Thu, 7:00am	Shell	3	
		sstp-recon-production.py	Daily	3:40am	Python	94	
	TAXDBT	get_taxdbt_data.sh	Daily	3:10am	Shell	18	
		rits.py	Daily	3:15am	Python	461	
	USETAX	rits.py	Daily	3:15am	Python	513	
	Safety	BMVR (batch process that supplies data to IMVR)	bmvr.sh	Daily x3	8am, 1pm, 8pm	Shell	19
		BUSINSPECT	update_A1_buses.py	Daily	5:30am	Python	44
update_A2_buses.py			Daily	5:30am	Python	44	
update_allBuses_nextInspectionType.py			Daily	5:30am	Python	62	
update_allTypes_buses.py			Daily	5:30am	Python	147	
update_B_buses.py			Daily	5:30am	Python	45	
update_C_buses.py			Daily	5:30am	Python	45	
update_D_buses.py			Daily	5:30am	Python	45	
HANDGUN		handgun-script.jar	Hourly	Every 15 minutes	Java	2585	
PMVR		purge_driver_records.py	Daily	12:05am	Python	49	
THPBUSCERT		add_new_school_year.py	Yearly	June 16th, 11:00pm	Python	48	
		create_downgraded_drivers_file.py	Monthly	10th, 11:00pm	Python	50	
		load_drivers2.py	Yearly	June 16th, 11:00pm	Python	230	
		set_downgraded_drivers.py	Yearly	June 16th, 11:00pm	Python	84	
Secretary of State	CONFLICT	conflict_recon.py	Daily	3:00am	Python	418	
Transportaion	TDOTLP	process.py	Weekly	Fri, 5:00am	Python	1077	

Current Web Addresses

ORGANIZATIONAL UNIT	Site	External Sites
ABC	tn.gov/abc	
Agriculture	tn.gov/agriculture	
		plantntrees.org
		www.tnwoodproducts.com
		www.picktnproducts.org
		www.protecttnforests.com
		tnagmuseum.org
		www.tnagmuseum.org
		burnsafetn.org
		ProtectTNTrees.org/
		tnagriculture.com/
Art Commission	tn.gov/artscommission	tn.gov/arts
Board of Parole	tn.gov/bop	
Children's Services	tn.gov/youth	
Commerce & Insurance	tn.gov/commerce	
		www.fire.tn.gov
		www.regboards.tn.gov
		tnoversight.tn.gov
Correction	tn.gov/corrections	
Corrections Institute	tn.gov/tci	
Council on Development Disabilities	tn.gov/cdd	
Economic & Community Development	tn.gov/ecd	
		retiretennessee.org
		selecttn.com
		www.tnbusinessmatchmaking.com
		www.tnecdcon.com
		www.tninvestco.gov
		www.tnopenforbusiness.org
Education	tn.gov/education	
		teachtennessee.org
ehealth Initiatives	tn.gov/ehealth	
Energy Efficient Schools	tn.gov/eesi	
Environment & Conservation	tn.gov/environment	
		www.tngolftrail.org
Film Entertainment and Music Commission	tn.gov/film	
Finance & Administration	tn.gov/finance	
Inspector General		
Volunteer Tennessee		http://www.volunteertennessee.net/
TennCare Fraud	tn.gov/tnoig	
Partners for Health		www.partnersforhealthtn.gov

ORGANIZATIONAL UNIT	Site	External Sites
STS		
Financial Institutions	tn.gov/tdfi	
General Services	tn.gov/general-services	
		smartshop.tn.gov
		smartshop.tn.gov
Comptroller		
Health	tn.gov/health	
		safesleep.tn.gov
Medical Examiner		
Health Care Finance and Administration	/hcfa	
Health Services and Development Agency	tn.gov/hsda	
Higher Education Commission	tn.gov/thecc	
Human Resources	tn.gov/hr	
Human Rights Commission	tn.gov/humanrights	
Human Services	tn.gov/human-services	
Intellectual & Developmental Disabilities	tn.gov/didd	
Labor & Workforce	tn.gov/workforce	
		getonthecoach.tn.gov
Mental Health	tn.gov/behavioral-health	
Military	tn.gov/military	
Regulatory Authority	tn.gov/tra	
Revenue	tn.gov/revenue	
		tntaxholiday.org
Safety & Homeland Security	tn.gov/safety	
Highway Patrol THP		http://www.tn.gov/safety/thp.shtml
State Board of Education	tn.gov/sbe	
State Museum	tn.gov/museum	http://www.tnmuseum.org/
Student Assistance Corporation	tn.gov/tsac	
TEMA	tn.gov/tema	http://www.tnema.org/
TennCare	tn.gov/tenncare	findhelptn.org
		covertn.gov
Tennessee Advisory Commission on Intergovernmental relations	tn.gov/tacir	
Tennessee Child and Youth	tn.gov/tccy	
Tennessee Commission on Aging and Disability	tn.gov/comaging	
Tourist Development	tn.gov/tourism	
		tnvacation.gov
Transportation	tn.gov/tdot	
TRICOR		http://www.tricor.org/
Veterans Services	tn.gov/veteran	
Wildlife Resources	tn.gov/twra	
College Goals	tn.gov/collegegoals	
College Pays	tn.gov/collegepays	

ORGANIZATIONAL UNIT	Site	External Sites
Comptroller	tn.gov/comptroller	
Attorney General	tn.gov/attorneygeneral	
Secretary of State		tn.gov/tsla
Bureau of Ethics and Campaign Finance	tn.gov/tref	
Department of Treasury		tntreasury.gov
Governor	tn.gov/governor	
		tnbizstart.com
	/firstlady	
TN.GOV	www.tn.gov	
TNToolkit	tn.gov/tntoolkit	
TN Promise		tnpromise.gov
Tennessee Women		tennesseewomen.org
Tennessee Recovery		www.tnrecovery.com
Buy Tennessee Bonds		www.buytnbonds.com

Oral Presentation Requirements, Agenda, and Script

Oral Presentation. The State will invite each Respondent that has qualified through the process described above to present its Mobile Device Management solution before the RFQ Evaluation Team. The presentation time period will be limited to four (4) consecutive hours on a single day, with appropriate time taken for breaks. Each Respondent will be given the same amount of time for its presentation.

1. **Scheduling.** The RFQ Coordinator will randomly schedule Respondent presentations during the period indicated by the RFQ Section 2, Schedule of Events. Random scheduling precludes any consideration of Respondent time or date scheduling preferences or related requests. When the Respondent presentation schedule has been determined, the RFQ Coordinator will contact Respondents with the relevant information as indicated by the RFQ Section 2, Schedule of Events.
2. **Audience.** Respondent presentations will be open only to the invited Respondent, Proposal Evaluation Team members, the RFQ Coordinator, and any Subject Matter Experts that may be selected by the State to provide assistance to the Proposal Evaluation Team.
3. **Respondent Presentation Topic Limitations.** Respondent presentations will be limited to addressing the items detailed in this RFQ Attachment M.
4. **Oral Presentation Scoring.** The Proposal Evaluation Team will score each Respondent on the quality of solution as reflected in the presentation. Proposal Evaluation Team members will independently evaluate each Oral Presentation using RFQ Attachment D, Oral Presentation Evaluation Guide.

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

5. **Oral Presentation Average Scores.** The RFQ Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFQ Attachment D and record that number as the score for said Technical Proposal section, in the appropriate area of RFQ Attachment E, Technical Proposal Score Summary.
6. **Agenda and Oral Presentation Script.** An agenda for the Oral Presentation, along with a presentation Script are provided in this RFQ Attachment M. The presentation must be executed in accordance with the agenda and script. The script specifies the requirements and processes that the State expects to be presented. The vendor's evaluation score will be based on the demonstrated ability of the product to address the script's requirements. The time frames specified in the Script should be followed as closely as possible. This is required in order to provide equal presentation time and ensure a fair evaluation process across vendors.
7. **Baseline Solution.** The solution presented must be the current baseline offering as presented in the response to the request for proposal. The Vendor shall not demonstrate any functionality that is not currently available or that has not already been accounted for in the Vendor's Cost Proposal. In other words, do not demonstrate functionality that is only available for an additional cost not included in the Cost Proposal. **Important reminder: no Cost Proposal information shall be revealed in the Oral Presentation.** For Oral Presentation purposes, a PowerPoint presentation or software simulation is not acceptable as a substitute for demonstrating the Baseline Solution itself.
8. **State Facilitator.** The State will provide a facilitator for each Oral Presentation, and, for consistency, this shall be the same individual for all presenting vendors. The State facilitator's responsibilities shall include, but not be limited to, the following:
 - monitor the agenda and signal the presenter when time is short or it appears that the schedule will not be met;
 - intervene if the vendor is endangering the schedule by spending too much time on one topic;
 - remind the vendor to cover scripted requirements, as needed;

- monitor the timing of evaluator questions to best accommodate the vendor being able to complete the presentation on each topic.

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

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

- Projection screen
- Flipchart with flipchart paper and pens

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

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

10. **Handouts.** The Respondent may provide hardcopy versions of presentation slides as appropriate. All information provided in the handouts must be directly related to the topics discussed in the Oral Presentation. The Vendor may not offer or give away any promotional items.
11. **Misleading/Non-Compliant Information Discovered During Oral Presentations.** The Respondents must be extremely careful to ensure that the solution the State has scored during the Technical and Cost Proposal phases is completely consistent with the solution presented during the Oral Presentation. That is, a Respondent shall NOT misrepresent or exaggerate the capabilities of its solution. If the State discovers instances of misrepresented, exaggerated, non-compliant, non-responsive, or inconsistent information, the State may disqualify the Respondent on this basis.

EPP/CMS Presentation Agenda

Overview	5 minutes
Administration/Integrations	20 minutes
Functionalities	30 minutes
Analytics	15 minutes
End User Set Up/Experience	15 minutes
BREAK	10 minutes
Monitoring/Reporting/Security	10 minutes
Specified Created Webpages/Websites	10 minutes
Transition Approach	30 minutes
Variable Services	20 minutes
BREAK	10 minutes
Hosting for Complex Applications	30 minutes
Use of State-Approved Proprietary Software	20 minutes
State Questions	15 minutes

Enterprise Portal Platform and Hosting Oral Presentation

Overview (5 minutes)

Based upon your current understanding of the State of Tennessee's EPIS/EPPH needs, please provide an overview of your Enterprise Portal Solution, and Complex Application Solution.

Administration/Integrations (20 minutes)

1. Demonstrate how to set up administrator hierarchy and support resources.
2. Demonstrate the differences between the roles and what the user can access.
3. Demonstrate how a user can place security roles on another user, document, and designated website page.
4. Demonstrate integration with Active Directory and Microsoft Exchange.
5. Demonstrate how a user can create a user group, and how they can be managed.
6. Demonstrate the drag and drop capability when choosing a user from the Active Directory user base.
7. Demonstrate the access you can give a user based on their roles, on a portion of a website page.
8. Demonstrate how the roles can be created by multiple different users depending on the security level and the portion of the web page they are working.
9. Demonstrate a user profile, with user information and preferences.

Functionalities (30 minutes)

10. Demonstrate how the calendar function would work, for a user trying to share an already created calendar, creating a calendar for an internal/external web page, and how a calendar can be displayed and interacted with by a user.
11. Demonstrate how a user can subscribe and share a calendar event with their own calendar.
12. Demonstrate how communication alerts can be setup so a user is notified when something on a particular web page is changed.
13. Demonstrate how a user could subscribe to several different alerts, and the methods in which they will receive these alerts (text/phone).
14. Demonstrate how a user can create a workflow for a form or web application, with drag and drop capabilities, then publish so users can interact with the form.
15. Demonstrate how a communication or alert can be triggered from a step of a workflow to a user who is close to the allotted time for them to react to the workflow.
16. Demonstrate what the user would see as an alert from the workflow.
17. Demonstrate how a user can manage their forms, and send notifications to the users they collect from the data.
18. Demonstrate how a user can set up a message for the user using the form, on whether the workflow was accepted or denied throughout the process of the workflow.
19. Demonstrate how a user can create a blog/survey/poll/forum.
20. Demonstrate how a group of users or single user can share and collaborate on a file.

21. Demonstrate how a user can access files and documentation to write/modify/read, and apply roles on those files, if the user “owns” the file.
22. Demonstrate how a user can create a designated area for group discussions, collaboration, voting, communicating, and the roles associated with those functions.
23. Demonstrate how a user can add another user to a designated area if they have appropriate security role to do so, and if the user does not have the appropriate security role to do so.
24. Demonstrate how a user can archive a document/file/image/webpage/website.
25. Demonstrate how documents can be saved in a repository and shared with other users.
26. Demonstrate how and what your solution audits/tracks webpages created and their content.

Analytics (15 minutes)

27. Demonstrate how a user would set up an analytic dashboard to see stats on their webpage or website.
28. Demonstrate how a user would see stats from these webpages or websites (e.g., page hits/views/total completion)
29. Demonstrate how a user could share a dashboard with information with another user, and setup a dashboard for another user to view.
30. Demonstrate how a user would pull reports for a webpage or website over a period of time (e.g., stats from 2013-2015).

End User Set Up/Experience (15 minutes)

31. Demonstrate end user self- enrollment, managed enrollment, bulk enrollment.
32. Demonstrate the usability for a user to modify a webpage/website with already created templates to choose from.
33. Demonstrate the ability to change aspects of some templates.
34. Demonstrate the preview of a webpage/website and how it is shared for approval from another user before it is published live to the EPP CMS.
35. Demonstrate user log on to the EPP CMS.
 - a. PIN/Password security
 - b. Different user access based on their security roles

Monitoring/Reporting/Security (10 minutes)

36. Demonstrate types of monitoring or alerts available, including security alerts.
37. Demonstrate types of reports available, including bandwidth, document count per multisite, users per multisite, internal/external assets, and security reports.
38. Demonstrate how the solution detects and any actions for the following:
 - a. User history for write/modify/read of files/documents/webpages/websites
 - b. Archiving of information (files/documents/webpages/websites) by users

Specified Created Webpages/Websites (10 minutes)

39. Demonstrate how the document library can be set up for multiple Organizational Units to manage their own repository.
40. Demonstrate how the solution denies a user the ability to access a file/document/webpage/website.
41. Demonstrate how the solution validates and restricts access to a file/document/website/webpage and any messages sent to the user.

Transition Approach (30 minutes)

42. Explain the Respondent's staffing strategy and methodology to complete the Transition-In Project no later than nine (9) months from Contract Start Date.
43. Explain the Respondent's approach to new development, for example: use of off-the-shelf products, re-purposing of existing code, etc.
44. Explain how the Respondent utilizes standards in application development and maintenance.
45. Explain the Respondent's approach to creating and maintaining artifacts, including version control.

Variable Services (20 minutes)

46. Explain the Respondent's staffing strategy for Variable Services projects, due to aggressive time constraints resulting from legislative mandates.
47. Describe how the Respondent will be creative and innovative in its approach to providing Enterprise Portal Services.

Hosting for Complex Applications (30 minutes)

48. Explain the Respondent's fundamental hosting approach for Complex Applications, i.e.: IaaS vs. PaaS.
49. Describe the Respondent's approach for the optional migration of Complex Applications from the State's Data Center to the Respondent's hosting location.

Use of State-Approved Proprietary Software (20 minutes)

50. Explain all uses that the Respondent's solution makes of State-approved proprietary software. (Note that the use of proprietary software is not allowed without written State approval, which would have occurred during the Written Comments process.)

If the State did not approve exceptions for the Respondent in question, this topic will not be needed, and the State shall skip directly to the "State Questions" topic below.

State Questions (15 minutes)

This time is set aside for the State to ask the Respondent clarification questions regarding the presentation that the State has just seen. This Q&A period is not designed to allow the Respondent to ask questions of the State. The State will not impart new information to the Respondent that is not available to all Respondents through other means, such as the RFQ and Written Comments process.

Current Portal Environment

A diagram of the Current Portal Environment will be found in Enterprise Portal Information Repository (EPIR) [see RFQ Attachment P].

Enterprise Portal User License Scenario

Cost Model for Subscription User

Super Administrators	10	State of Tennessee Employees
Administrators	210	5 users per Organizational Unit / total of 42 Organizational Units currently
Editors	420	10 users per Organizational Unit / total of 42 Organizational Units currently
Viewers	47500	estimated employee count for the State of Tennessee
Viewers 2	7500000	estimated citizen count for the State of Tennessee

Super Administrators	Administrators who have access to the entire environment to help manage a portal environment.
Administrators	A user who has administrator rights to an area(s) of any of the environments to help manage roles and responsibilities as well as create, edit, and approve content
Editors	A user who only has the ability to edit content or create new content but needs the approval of a content creator or creator to publish the content for other users to view.
Viewers	A state user who only has the ability to view the content and interact with the content
Viewers 2	A citizen user who only has the ability to view the content and interact with the content

Tennessee Technical Architecture Standards and Exceptions

Obtaining the Enterprise Technology Architecture Standards

The *Enterprise Technology Architecture* is confidential under Tennessee state law and is contained within the Enterprise Portal Information Repository (EPIR), described below. Respondents obtain access to the EPIR by submitting a signed confidentiality agreement (see below). The signer must have the authority to legally bind the organization to the agreement. Respondents must submit the signed agreement to the Solicitation Coordinator by the Notice of Intent to Respond deadline in the Schedule of Events. Signed, scanned agreements may be submitted by email.

Obtaining access the Enterprise Portal Information Repository (EPIR)

The State has established an Enterprise Portal Information Repository (EPIR), which potential Respondents may find beneficial in preparing their responses to this RFP. The EPIR is maintained on a computer image, which is kept on-site at the State's Capital Complex Service Center. The EPIR includes source code and documentation, such as State standards, functional specifications for the applications, and additional documentation related to the State's current Enterprise Portal environment.

The process for obtaining access to the EPIR is the same as the process to receive the *Enterprise Technology Architecture Standard Products*, and is described herein. When the State has received the Notice of Intent to Propose and a signed Confidentiality Agreement from the Respondent, the State will provide the Respondent with a document that describes the rules, parameters, and logistics related to the on-site EPIR review.

Potential Respondent access to the EPIR is restricted to the timeframe given in RFQ Section 2, Schedule of Events. Potential Respondents must review the computer image during this window of time.

REQUEST FOR CONFIDENTIAL DOCUMENTS

In order to receive access to the confidential documents described in the Solicitation, the State must receive a Notice of Intent to Propose (filed separately) and a signature on the attached Confidentiality Agreement by an officer of the prospective Respondent who is authorized to bind the company.

The Confidentiality Agreement follows this page:

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Confidentiality Agreement") is made as of ___ __, 20___, between _____, ("Prospective Respondent") and the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions ("State").

Prospective Respondent will be provided, for the purposes of preparing a response to this procurement, with access to the Enterprise Portal Information Repository (EPIR).

In consideration for access to the EPIR, Prospective Respondent agrees as follows:

1. The EPIR and any information contained in the EPIR are confidential and proprietary.
2. The EPIR and the information contained therein will only be disclosed to authorized employees of Prospective Respondent who need access to them for the purpose of preparing a response to the procurement. All individuals entrusted with access to the EPIR, or the information contained therein, will be notified of the confidentiality restrictions.
3. Prospective Respondent and its employees agree that they will not at any time disclose to any person, including any subcontractor, vendor or other third party, any information obtained from or through the EPIR, without the prior express written consent of an authorized State officer. Prior to disclosure of any information obtained from or through the EPIR to third parties or consultants, the recipient will obtain from said third parties or consultants a written agreement (1) to hold the information in confidence and not to use it for any purpose except as it relates to the preparation of a response to this procurement; and (2) to return any documents, notes, memoranda or any other form of media containing information obtained from or through the EPIR to Prospective Respondent immediately after the third party or consultant has completed its portion of the response to this procurement. Prospective Respondent will have full responsibility to cause these third parties to comply with such conditions of confidentiality and shall be responsible for any consequences of their failure to comply.
3. Prospective Respondent will maintain reasonable security procedures to protect paper and electronic documents, including any notes, memoranda, electronic documents or any other form of media, containing any information obtained from or through the EPIR.
4. If Prospective Respondent chooses not to offer a response or if the response does not result in a contract with the State, the Prospective Respondent will destroy all documents, including any notes, memoranda, electronic documents or any other form of media, containing confidential and proprietary information obtained from or through the EPIR, within 10 days from the date that the Prospective Respondent chooses not to offer a response or the Prospective Respondent is notified that it was not awarded the contract. If requested by the State, Prospective Respondent will certify in writing that the confidential information obtained from or through the EPIR, including any notes or memoranda containing confidential and proprietary information, were destroyed.
5. If Prospective Respondent enters into a contract with the State based on this procurement, this Confidentiality Agreement will expire upon signature of the contract, and the confidentiality provisions of the contract will control.
6. Prospective Respondent agrees that unauthorized release of the information obtained from or through the EPIR would cause such harm to the State that injunctive relief would be an appropriate remedy. If any court rules that

Prospective Respondent has breached this Confidentiality Agreement, Prospective Respondent shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.

7. Nothing in this Confidentiality Agreement shall be construed to convey to Prospective Respondent any right, title or interest or copyright in the EPIR or the information contained therein, or any license to use, sell, exploit, copy or further develop the EPIR or the information contained therein. This Confidentiality Agreement does not in any way bind the parties to enter into a business relationship of any nature.

8. This Confidentiality Agreement shall be construed for all purposes in accordance with the laws of the State of Tennessee. The Prospective Respondent agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Confidentiality Agreement.

9. This Confidentiality Agreement shall be binding upon the parties hereto and their respective assignees and successors.

10. If any provision of this Confidentiality Agreement is declared void or unenforceable, such provision shall be severed from this Confidentiality Agreement, which shall otherwise remain in full force and effect but only to the extent that the original intent of this Confidentiality Agreement would not be altered in any material respect.

11. This Confidentiality Agreement constitutes the entire agreement between the parties with respect to the subject matters addressed herein. This Confidentiality Agreement may not be amended or modified except by a written amendment signed by both parties and approved by all applicable State officials.

IN WITNESS WHEREOF, this Confidentiality Agreement has been duly executed by the parties hereto as of the date first set forth above.

(signature)

(name of company)

Signature of this document constitutes certification that the person signing the document has the authority to bind the company.

for State of Tennessee

Requesting Exceptions

Respondents must submit exception requests in writing (email is acceptable) to the Solicitation Coordinator so that the State receives them by no later than the Written Comments Deadline in the Schedule of Events. Respondents must use a form similar to the example below to request an exception. For each non-State standard product, the Respondent must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology, or Product Component covering the product that the respondent intends to propose (i.e., there is no current State standard for the product), this still constitutes an exception. The vendor should request an exception to use the product in question.

Approval/Disapproval

Proposing non-State standard product(s) that are not pre-approved through this process will delay response evaluation and risks disqualification of the response.

The State will publish a list of the approved and disapproved exceptions as an amendment to the solicitation. Approval of an exception for any given respondent grants permission for any Respondent to use that product in their solution, i.e., use of an approved non-State standard product is not limited to the respondent that submitted the written request for approval.

Submitted responses will be reviewed for non-State standard products and handled as follows.

1. Responses that include non-State standard product(s), which were submitted to the State as a Written Comment and approved, will not be disqualified for proposing the approved non-State standard product(s).
2. Responses that include non-State standard product(s), which were submitted to the State as a Written Comment and disapproved, will be disqualified for proposing the disapproved non-State standard product(s); unless the Respondent will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by STS, at no additional cost to the State.
3. For Responses that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, STS will evaluate the proposed product(s) on a case by case basis. The decision to allow or disallow such products shall be at STS's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Response will be disqualified, unless the Respondent will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by STS, at no additional cost to the State.

Standard Product	Exception Product	Justification or Planned Use

Definitions and Abbreviations

Term	Acronym	Definition
24 hours a day, 7 days a week	24x7	Support provided as part of the Services during the time period 24 hours per day, 7 days per week. In the event that "x365" is added to the term, this means that the service must be provided continuously throughout the year, including holidays.
3 rd Party Vendors	TPV	Third party vendors (TPVs) are companies, including major brands, which obtain assemblies, components or other products and either integrate them into their own unique product or resell the products they have procured to customers or companies. They sometimes will modify the products they obtain and add their own brand.
Active Directory		A directory service that Microsoft developed for Windows domain networks and is included in most Windows Server operating systems as a set of processes and services.
Active Directory Federation Services		A software component developed by Microsoft that can be installed on Windows Server operating systems to provide users with single sign-on access to systems and applications located across organizational boundaries.
Allotted-Hours Baseline Services		Baseline Services for which the State will compensate the Contractor by paying the contractor a monthly fee in return for a monthly allotment of 1,500 hours. For services that fall under this category, and upon State approval, the Contractor will deduct hours from this allotment of hours to cover services provided each month.
Application Programming Interface	API	A set of routines, protocols, and tools for building software applications. An API expresses a software component in terms of its operations, inputs, outputs, and underlying types, defining functionalities that are independent of their respective implementations, which allows definitions and implementations to vary without compromising the interface.
Applications Developer		Someone who translates software requirements, creates, tests and programs applications software for computers.
Apps		These are applications for websites built either by STS/Contractors/Vendors/Organizational Units. They can be hosted within the STS network and servers or Organizational Unit's network or servers.
Articulate		Software is intuitive enough for virtually anyone to use, from e-learning experts to those creating courses for the first time.
Automated Clearing House	ACH	ACH is a secure payment transfer system that connects all U.S. financial institutions.
Baseline Services		Services, usually of an on-going nature, that are

Term	Acronym	Definition
		fundamental to the support of a project or system.
Baseline Services Amount		This is the amount that the EPIS Contractor may charge each month for total number of one thousand five hundred (1,500) Baseline Service support hours.
Branding Standards		A branding standard is the marketing practice of creating a name, symbol or design that identifies and differentiates a product from other products. A brand is a promise to a customer. It tells them what they can expect from your products and services, and it differentiates your offering from that of your competitors. A brand is who you are, who you want to be, and who people perceive you to be. Brand foundations include: logos, websites, packaging, promotional materials, distribution channels, etc.
Break/Fix Service Model		This model refers to the fee-for-service method of providing information technology repairs to businesses. An example of a break/fix model is when a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related, like a printer that is broken. The IT provider will offer a solution or repair and bill the customer for the work done.
Captivate		Captivate easily creates show-me product demos in HD, let-me-try simulations, and test-me compliance training materials using a single versatile tool. Transform Microsoft PowerPoint slides into HTML5-based eLearning content. Include eye-catching quizzes and interactions, and publish projects as apps, to devices, desktops, and YouTube, and leading LMSs
Central Processing Unit	CPU	The CPU is the unit, which performs most of the processing inside a computer. To control instructions and data flow to and from other parts of the computer, the CPU relies heavily on a chip set, which is a group of microchips located on the motherboard. Typically, it has two components: the control unit the arithmetic logic unit (ALU).
Central Procurement Office	CPO	The CPO is an office created to centralize procurement functions and create cost savings while ensuring transparency and accountability in the procurement and contracting process.
Variable Services Request		A request by the State for services that are within the general RFQ scope, but that were not specified in the RFQ as published or amended.
Citizen		A citizen is a person who legally belongs to a country and has the rights and protection of that country.
Cloud		Cloud is a metaphor used to refer to the Internet. Initially, the Internet was seen as a distributed network, and with the invention of the World Wide Web, it became known as a tangle of interlinked media. As the Internet continued to grow in size and range of activities it encompassed, it came to be known as “the

Term	Acronym	Definition
		cloud". The word "cloud" may be an attempt to capture both the size and nebulous nature of the Internet.
Cloud Computing		<p>Cloud computing is the use of various services, such as software development platforms, servers, storage, and software, over the Internet.</p> <p>In general, there are 3 characteristics common to cloud-computing vendors: 1) the back-end (especially hardware) is managed by a cloud vendor, 2) a user only pays for services used (memory, processing time, and bandwidth, etc.), and 3) services are scalable. Cloud computing focuses on maximizing the effectiveness of shared resources. The ability to pay on demand and scale quickly is largely a result of cloud computing.</p>
Cloud Infrastructure		Cloud computing relies on sharing resources to achieve coherence and economies of scale. At the foundation of cloud computing is the broader concept of converged infrastructure and shared services. Cloud storage infrastructure is the hardware and software components – such as servers, storage virtualization software and operating systems – needed to meet the computing requirements of a cloud storage model.
CMS Admin		A user who has administrator rights to an area(s) of any of the environments to help manage roles and responsibilities as well as create, edit, and approve content
CMS Approver		A user who has the ability to approve content from other users but may or may not have the ability to publish for other users to view.
CMS Content Creator		A user who has the ability to create new content within the three environments
CMS Content Editor		A user who only has the ability to edit content or create new content but needs the approval of a content creator or creator to publish the content for other users to view.
CMS Content Viewer		A user who only has the ability to view content developed within an internal or external environment.
CMS Creator		A user who has the ability to create new content or simple development pieces such as a form, within the three environments
CMS Environments		An area in which users have access, roles and responsibilities to create, collaborate and develop areas of content, applications, and communications.
CMS External Environments		It is an environment created for the public or is accessible to anyone using the world wide web. This environment does not needs roles and responsibilities for access, but can have these roles applied if certain content needs to be specified out to individual users.

Term	Acronym	Definition
CMS Internal Environments		It is an environment that is created for the employee workforce for an Organizational Unit. This environment can include file sharing, collaboration tools, alerts systems, and content which is reflective of the information that is privy to the employees of the Organizational Unit or particular group of people.
CMS Publisher		A user who has the ability to approve content from other users and publish the content for other users to view.
CMS Super Administrators		Administrators who have access to the entire environment to help manage a portal environment.
Communication Infrastructure		Combined set of governance, software, plans, and strategies to coordinate messages delivered through one or more channels such as print, radio, television, direct mail, signage, digital media, mobile applications, and websites.
Communities (internal website)		A portion of the internal website environment in which a user can determine a series of web pages in which the user can dictate other users' roles and responsibilities to access information kept within those content areas.
Complex Applications		ePortal applications are divided into two groups of complexity: Complex and Simple. Factors considered in determining complexity include usage, logics, payment processing, number of modules, number of redirects, frameworks, backend systems, technologies, database, maintenance and workflows.
Complex Applications that Accept Payments		These are ePortal applications that accept payments. The acceptable forms of payment for ePortal applications are ACH debit, echeck, check, cash, credit card, money order, and other (subscription).
Content Management System		A Content Management System for a website for either external or internal websites (intranet or internet). It is a system used to manage the content of a Website. Typically, a CMS consists of two elements: the content management application (CMA) and the content delivery application (CDA).
Content Management System	CMS	Services made available to users on demand via the Internet from a cloud computing provider's servers as opposed to being provided from a company's own on-premises servers.
Contractors		An independent contractor is normally employed by himself, works on a per-project basis, purchases his/her own tools and resources, promotes him/herself, signs a W-9, is responsible for filing his/her own tax return, and is not eligible for benefits.
Customer Option Fee		An additional fee assessed for the convenience of using a web-based application to obtain and pay for services, rather than going through an alternative channel, such as mail or a physical visit to a State office.
Customer Relationship	CRM	CRM refers to the practices, strategies, and

Term	Acronym	Definition
Management		technologies that companies use to manage, record, and evaluate customer interactions in order to drive sales growth by deepening and enriching relationships with their customer bases. CRM is a system for managing a company's interactions with current and future customers. It often involves using technology to organize, automate, and synchronize sales, marketing, customer service, and technical support.
Dashboards		A webpage or web application that displays related metrics and content from one or more data sources or data types in a single view.
Design, Create, and Conduct EPP/CMS Training		The total fixed cost to develop a Training Strategy and implement this strategy to meet all of the State's training requirements.
Develop the Internal Website Environment and Transition the Content of the State Internal Websites (Intranet) to the EPP/CMS		The total fixed cost to develop and transition <u>all</u> websites that make up the State's Intranet to the EPP/CMS.
Digital Signature		A specific type of electronic signature that relies on the technology of cryptography to authenticate the signer's identity and ensure the integrity of the signed document. A digital signature is bound to the document being signed using a mathematical algorithm such that any modification of the document after it is signed can be detected. (Note: The term document as applied in this policy is used interchangeably with terms such as electronic document, record or transaction.)
Electronic Funds Transfer	EFT	EFT is a system of transferring money from one bank account directly to another without any paper money changing hands. One of the most widely used EFT programs is direct deposit.
Electronic Signature		An electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Examples of an electronic signature are: a name at the end of an email, clicking a button or downloading content to indicate acceptance of a transaction or certain terms and conditions.
Enterprise Content Management	ECM	<p>These are applications for websites built either by STS/Contractors/Vendors/Organizational Units. They can be hosted within the STS network and servers or Organizational Unit's network or servers.</p> <p>ECM is a set of defined processes that allow a corporation, agency, or organization to obtain, organize, store and deliver information crucial to its operation in the most effective manner possible.</p>
Enterprise Portal Governance Structure		The processes, mechanisms, and relations by which the Enterprise Portal will be controlled and directed during the contract period.

Term	Acronym	Definition
Enterprise Portal Integration Services	EPIS	General title of the services provided under the EPIS contract.
Enterprise Portal Platform and Hosting	EPPH	General title of the services provided under the EPPH contract.
Enterprise Portal Platform/Content Management System	EPP/CMS	Enterprise Content Management System for a website can be used for both an external or internal website (intranet or internet). It is a formalized means of organizing and storing an organization's documents, and other content, that relate to the organization's processes. The term encompasses strategies, methods, and tools used throughout the lifecycle of the content. This also includes the content management application and content delivery application.
ePortal		Term used to reference the IT Infrastructure/ environment for complex applications that are housed in the State's datacenters
EPPH Contractor Services Catalog		A list of enterprise portal platform and hosting products and services offered by an EPPH vendor, which includes the prices for these offerings.
Establish Management/Governance		The total fixed cost to establish the Management/Governance approach, based upon the State's existing governance structure.
Expression Engine		An Expression Engine is a modular, flexible, feature-packed web publishing system that adapts to a broad range of needs. It is used to create websites and can support data modeling, web services, work-flows, dynamic data caching, nested categories, member grouping, etc.
External Department Websites		Organizational Unit websites that do not live on the current state network, and are hosted externally, managed externally, does not include TN.gov presence, website that are located on proprietary CMS software with a 3 rd party vendor.
External Website (Internet)		An internet facing web environment that is open to the public (e.g., not password protected). The external website (Internet website) is a web presence which allows for interactivity between the content and information developed for user consumption and applications which provide/gather additional information or otherwise give the user access to beneficial processes.
Family Educational Rights and Privacy Act	FERPA	FERPA is a Federal law that protects the privacy of student education records. This law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. It gives parents certain rights with respect to their children's education records. These rights transfer to the student when s/he reaches the age of 18 or attends a school beyond the high school level. These students are called "eligible students".

Term	Acronym	Definition
Federal Information Security Management Act	FISMA	The FISMA Act of 2002 establishes security guidelines that federal agencies or those entities that are providing services to federal agencies must adhere to. FISMA requires specific documentation, policies and procedures, and defined processes to be in place to meet the rigorous requirements of NIST 800-53. It requires specific program documentation, comprehensive system of internal controls and ongoing monitoring and testing of the controls, and annual security audits.
Federal Tax Information	FTI	The U.S. Constitution authorizes the federal government to collect various types of taxes. A tax is a levy by the United States Internal Revenue Service against the annual earnings of individuals, corporations, trusts and other legal entities. Federal income taxes are applied on all forms of earnings that make up a taxpayer's taxable income.
FIS		Fidelity Information Services, LLC. Link2Gov Corp is an affiliate of this company and currently provides Merchant Services to the State of Tennessee.
Fixed-Price Baseline Services		Baseline Services for which the State will compensate the Contractor by paying a fixed price per month.
FormStack		FormStack is an online form builder that enables users to create any type of online form, including surveys, contact forms, event registrations, and order forms. Users can then integrate the forms into their websites and begin collecting data. It is a powerful tool for digital marketing.
Health Insurance Portability & Accountability Act	HIPAA	<p>HIPAA is the federal privacy rule of 1996. The primary goal of the law is to make it easier for people to keep health insurance, protect the confidentiality and security of healthcare information, and help the healthcare industry control administrative cost.</p> <p>The Office for Civil Rights enforces:</p> <ul style="list-style-type: none"> - The HIPAA Privacy Rule, which protects the privacy of individually identifiable health information; - The HIPAA Security Rule, which sets national standards for the security of electronic protected health information; - The HIPAA Breach Notification Rule, which requires covered entities and business associates to provide notification following a breach of unsecured protected health information; and - The confidentiality provisions of the Patient Safety Rule, which protect identifiable information being used to analyze patient safety events and improve patient safety.

Term	Acronym	Definition
Hybrid Mobile Application		Hybrid applications are web applications (or web pages) in the native browser, such as UIWebView in iOS and Web View in Android (not Safari or Chrome). Hybrid apps are developed using HTML, CSS and JavaScript, and then wrapped in a native application using platforms like Cordova. This allows you to use any web-native framework.
Implement the EPP/CMS and Train State Users		<p>A single fixed cost to implement the EPP/CMS and train State users. For purposes of compensating the Contractor, the single cost proposed for this line item will be apportioned to coincide with the completion of tasks, as follows:</p> <ol style="list-style-type: none"> 1. 10% paid upon completion of EPP/CMS Implementation 2. 45% paid upon completion of Internal (Intranet) 3. 45% paid upon completion of External (Internet)
Incumbent Vendor		The vendor that holds the current Enterprise Portal Services contract, with the Contract Term of April 1, 2011 through March 31, 2017, as amended. The Incumbent Vendor is NICUSA, Inc.
Information Services	IS	An Information Services Department supports all IT needs for an Organizational Unit.
Information System	IS	An information system refers to a collection of multiple pieces of equipment involved in the dissemination of information. Hardware, software, computer system connections and information, information system users, and the system's housing are all part of an IS.
Information Technology	IT	Information Technology is a business sector that deals with computing, including hardware, software, telecommunications and anything involved in the transmittal of information or the systems that facilitate communication. It includes the management of data (text, voice, image, audio, or other forms), and it can involve things related to the Internet.
Information Technology Assessment and Budget Committee	IT-ABC	The Information Technology Assessment and Budget Committee (IT-ABC) meets monthly from October to May, each fiscal year. This committee focuses on the review of agency Information Systems Plans and the projects included in those plans.
Information Technology Service Management (ITSM) tickets		Tickets for break/fix issues, provisioning new services or system changes are all created and tracked within the State ITSM system until it is resolved. This system is used to provide a standardized method for routing specific services offered to the appropriate fulfillment group.
Infrastructure		Combined set of hardware, software, networks, facilities, etc. (including all of the information technology), in order to develop, test, deliver, monitor, control or support IT services.

Term	Acronym	Definition
Internal Website (Intranet)		<p>Intranet is the generic term for a collection of private computer networks within an organization.</p> <p>An intranet uses network technologies as a tool to facilitate communication between people or work groups to improve the data sharing capability and overall knowledge base of an organization's employees.</p> <p>An Intranet can also be used as an environment in which files can be collected and shared. Communities can be built based on teams or committee within state government. Notifications for employees can be sent and shared through the state of Tennessee workforce. This will start off as a centralized portal through which employees can have access to information which may affect the everyday job duties or other special events.</p> <p>Intranets utilize standard network hardware and software technologies like Ethernet, Wi-Fi, TCP/IP, web browsers, and web servers.</p>
Internet Website (External)		A website that is facing to the public (i.e. tn.gov).
Intranet Website (Internal)		A website that is facing internally to an Organizational Unit or organization (i.e. STS intranet site).
ITSM System	ITSM	The IT Service Management System oversees many layers of activities performed by the State to deliver, operate and control IT services to our customers. Modules include Incident, Problem, Change, Configuration, Asset and Knowledge Management, as well as the Service Catalog and Fulfillment workflow.
ITSM tickets		Tickets for break/fix issues, provisioning new services or system changes are all created and tracked within the State ITSM system until it is resolved. This system is used to provide a standardized method for routing specific services offered to the appropriate fulfillment group.
ISO27001		International Standard for an information security management system
JBOSS Application Servers		<p>JBOSS is a division of Red Hat that provides support for the JBOSS open source application server program and related services marked under the JBOSS Enterprise Middleware Suite (JEMS) brand. It is an open source alternative to commercial offerings from IBM WebSphere, Oracle BEA Services, and SAP Net Weaver.</p> <p>The JBOSS applications server is a J2EE platform for developing and deploying enterprise Java applications, Web applications and services, and portals. J2EE allows the use of standardized modular components and enables the Java platform to handle many aspects of</p>

Term	Acronym	Definition
		programming automatically. Red Hat JEMS is available through subscriptions that include certified software, expert support, updates, and patches.
JBOSS Operation Network (JON)	JON	JON provides centralized control, configuration, and visibility to JBOSS applications and related infrastructure. It is part of the Red Hat subscription.
KidCentral proprietary CMS website		KidCentral is an application, provided by TN state government that delivers a wealth of information and resources for TN families. It offers a comprehensive directory of state-operated and state-funded services for children and families. The application may be accessed via web or downloaded to a cell phone (mobile). It offers information from four sections – health, education, development, and support – all in one location.
Local Area Network	LAN	A local area network is a computer network within a small geographical area such as a home, school, computer laboratory, office building or group of buildings. It is composed of inter-connected workstations and personal computers, which are capable of accessing and sharing data and devices, such as printers, scanners, and data storage devices, anywhere on the LAN.
LUN SAN Replication		A logical unit number (LUN) is a unique identifier to designate individual or collections of hard disk devices for address by a protocol associated with a SCSI, iSCSI, Fiber Channel (FC) or similar interface. LUNs are central to the management of block storage arrays shared over a storage area network (SAN). Lun SAN Replication is array-based replication (an approach to data backup) in which compatible storage arrays use built-in software to automatically copy data from one storage array to another.
Managed Services Service Model		This model is the alternative to the break/fix model. It is a service plan, where the customer pays a regular fixed amount for all general maintenance and only pays for extraordinary or extreme repairs or unusual conditions. The equivalent practice in the consumer market is that of out-of-warranty appliances, where the customer can pay for repairs or they can buy an extended warranty.
Management/Governance		STS has four statewide working groups that manage and govern: PAC – Portal Advisory Committee ITEC – Information Technology Executive Council, and ISC – Information Systems Council.

Term	Acronym	Definition
Master Template		Layouts which are created within the CMS by administrators and used to display content in a specified and consistent manner. Such Templates will adhere to the State's branding standards.
Microsoft Exchange		Microsoft Exchange Server is calendaring software, a mail server and contact manager developed by Microsoft. It is a server program that runs on Windows Server and is part of the Microsoft Servers line of products.
Migrate Simple Applications to the EPP/CMS		The total fixed cost to migrate <u>one (1)</u> Simple application to the EPP/CMS.
Mobile Applications (Mobile Apps)		<p>Mobile Apps are applications that have been built by the current Portal Contractor or Departments, which have been submitted to Apple/Microsoft/Google for customers to be able to download and use the functions that are provided in the Mobile App (e.g., PickTN Mobile App for Farmers Markets).</p> <p>Mobile applications designed to run on smartphones, tablet computers and other mobile devices. These applications fall into one of two types:</p> <ul style="list-style-type: none"> • Native – mobile applications developed on a specified operating system. (e.g., Android, iOS, Windows) • Hybrid - mobile applications developed in a native browser (e.g., UIWebView in iOS, WebView in Android).
Monthly Account Management		Monthly reconciliation of transactions in accounting.
Multi-site CMS		Multi-Site Content Management System for several websites, but can be maintain through one environment. (i.e. SharePoint, Adobe, IBM, Kentico)
Native and Hybrid Mobile Application Development.		<p>Building native applications means using the native language of the platform, Objective-C on iOS, and Java on Android. The main advantage of native applications is their performance. Native apps are compiled into machine code (Dalvik byte code under Android), which gives the best performance you can get from the mobile phone. Despite the great number of resources that can be found, it may not be understandable to everyone. As code must be written specifically for each platform, the same code will have to largely be rewritten with little ability to be shared. The logic may be the same, but the language, APIs and the development process is different. This process can be relatively long for complex applications.</p> <p>Hybrid applications are web applications (or web</p>

Term	Acronym	Definition
		<p>pages) in the native browser, such as UIWebView in iOS and WebView in Android (not Safari or Chrome). Hybrid apps are developed using HTML, CSS and JavaScript, and then wrapped in a native application using platforms like Cordova. This allows you to use any web-native framework.</p> <p>In native application development, the application development is faster, simpler, more rapid and the application is easier to maintain. You can change platforms anytime you need; Cordova lets you build your application for more than one platform just by one adding line of code. As for the phone hardware such as the camera or Bluetooth, Cordova has a large repository of plugins you may use. The main problem with hybrid apps is that they still depend on the native browser, which means they are not as fast as native apps.</p>
Native Mobile Application		Building native applications means using the native language of the platform, Objective-C on iOS, and Java on Android. The main advantage of native applications is their performance. Native apps are compiled into machine code (Dalvik byte code under Android). Native development is far from easy.
Non-State Participants		Participants that are not affiliated with the state, but are local and county government entities.
NUCLEUS		Nucleus is a code library that is used by most of the Enterprise Portal applications. It provides functions to create and manage users and their organizations; the ability to create, assign, and manage subscriptions between organizations and applications; record all transactional activity (time, date, user, nature of activity, financials if present). It is also the gateway for ePortal applications to interact with the state payment processor, currently FIS.
STS Service Desk	OSD	The STS Service desk is an IT service within the discipline of IT service management. It is intended to provide a single point of contact to meet the IT needs of STS. The service desk number is (615) 741-1001, ext. 3.
Open Source		In production and development, open source as a development model promotes a universal access via a free license to a product's design or blueprint, and universal redistribution of that design or blueprint, including subsequent improvements to it by anyone.

Term	Acronym	Definition
Open-Source Software	OSS	Computer software with its source code made available with a license in which the copyright holder provides the rights to study, change, and distribute the software to anyone and for any purpose. Open-source software is often developed in a public, collaborative manner. Open-source software is the most prominent example of open-source development and often compared to (technically defined) user-generated content or (legally defined) open-content movements.
Operations and Support	O & S	O&S provides the daily management and updates to servers, software, and middleware.
Oracle Database Servers		An Oracle database is a collection of data treated as a unit. The purpose of a database is to store and retrieve related information. A database server is the key to solving the problems of information management.
Oracle Identity Access Management		The Oracle Identity Access Management tool enables customers to comply with regulatory requirements, secure critical applications and sensitive data, and lower operational costs.
Organizational Unit		An organizational structure within State government, which exists to perform a specific function of State Government. This includes, but is not limited to, State departments, divisions, agencies, commissions, boards, and bureaus.
Oversee the Installation and Configuration of the New EPP/CMS		The total fixed cost to manage and oversee the installation and configuration of the EPP/CMS platform.
Payment Card Industry Data Security Standard	PCI DSS or PCI	Payment Card Industry (PCI) Data SecurityStandard (DSS) is a standard that all organizations, including online retailers, must follow when storing, processing and transmitting their customer's credit card data. The Payment Card Industry Security Standards Council (PCI SSC) maintains the standard. To be PCI complaint, companies must use a firewall between wireless network and their cardholder data environment, use the latest security and authentication, and change default settings for wired privacy keys, and use a network intrusion detection system.
Payment Gateway		A payment gateway is the connection between two systems that facilitates the exchange of credit card information necessary to process a payment. When a customer purchases an online item using a credit card, the e-commerce site transmits the card information through the payment gateway to the merchant servicer to authorize the transaction. If the merchant servicer is authorizes a valid card is being presented for payment, confirmation will be transmitted through the payment gateway to the e-commerce site.
Perform Project Management for Transition-In Project		The total fixed cost to perform all project management tasks associated with the Transition-In Project.

Term	Acronym	Definition
Personally Identifiable Information	PII	<p>PII is information about an individual that identifies, links, relates, is unique to, or describes him or her. Further, PII is defined as information:</p> <ul style="list-style-type: none"> - that directly identifies an individual (e.g., a name, address, social security number, age, military rank, civilian grade, marital status, race, salary, telephone number, email address; other demographic biometric, personnel, medical, and financial information, etc.) or - by which an Organizational Unit intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. <p>PII information can be maintained in either paper, electronic, or other media. It can be sensitive or non-sensitive. Non-sensitive PII is information that can be transmitted in an unencrypted form.</p>
Platform and Hosting services		<p>Hosted services are outsourced information technology (IT) systems and functions. A hosted service provider owns and oversees infrastructure, software and administrative tasks and makes the system available to clients, usually over the Internet.</p> <p>The three main elements of hosted services are software as a service (SaaS), platform as a service (PaaS) and infrastructure as a service (IaaS). In combination, the three elements encompass software and network capacity as well as the equipment used to support operations, including storage, hardware, servers and networking components.</p> <p>Hosted services may be provided on a dedicated or shared-service model. In a dedicated hosting environment, the service provider reserves servers and infrastructure elements for each client. In shared hosting, services are provided to multiple clients from pooled resources and charged for on a per-use basis.</p> <p>Hosted services are essentially the same thing as cloud services, although some experts argue that cloud services are more interconnected with other web-based offerings.</p>
Portal Administration & Account Management System	PAAMS	<p>This is a front end to NUCLEUS for the general public, to create new accounts, sign up for services, and manage those accounts (such as password resets, contact info updates).</p>

Term	Acronym	Definition
Portal Advisory Committee	PAC	<p>The PAC was established</p> <ul style="list-style-type: none"> - to encourage and coordinate State Organizational Unit participation in TN's comprehensive Internet portal, - to provide enhanced access to public information and electronic filing and payment transactions with government and instrumentalities of local government in the state, and - to establish policy for the portal's electronic information access, electronic filing, and payment transactions.
Portal Program Oversight		<p>This role comprises management of all contract services, to ensure that qualified resources are available to provide contract services in accordance with State-approved schedules and requirements.</p>
Principal Payment Amount		<p>The portion of an application payment made for the purpose of obtaining the product, service, etc. provided by the State.</p>
Project File		<p>The collection of electronic and hard copy documents and deliverables, maintained by the State Project Manager, pertaining to the management and conduct of the Enterprise Portal Services project.</p>
Provide Tier 2 Support and Knowledge Transfer/Mentoring		<p>The total fixed cost per month to perform knowledge transfer to enable the State's WST to assume the Tier 2 support role. This cost will be discontinued when the State assumes these responsibilities, which will occur no later than the end of the Transition-In Project, or six (6) months from the Contract Start Date, whichever is earlier.</p>
Proxy Server		<p>A proxy server verifies and forwards incoming client requests to other servers for further communication. A proxy server is located between a client and a server where it acts as an intermediary between the two, such as a web browser and a web server.</p> <p>It is used for many purposes including:</p> <ul style="list-style-type: none"> - to provide internal system security - to speed up resource access - to apply access policies - to bypass special controls, such as parental controls - to scan for viruses and malware - to circumvent regional restrictions, and - to allow websites to make requests to externally hosted resources when cross-domain restrictions prohibit websites from linking to outside domain.
Random Access Memory	RAM	<p>RAM is a type of data storage used in computers that is generally located on the motherboard. This type of memory is volatile and all information that was stored in RAM is lost when the computer is turned off. Volatile memory is temporary memory while ROM (read-only memory) is non-volatile and holds data</p>

Term	Acronym	Definition
		permanently when the power is turned off. There are two main types of RAM: dynamic random access memory (DRAM) or static random access memory (SRAM). The RAM in most personal computers (PCs) is DRAM.
Red Hat Linux	RHEL	Red Hat Linux is a distribution of the Linux operating system developed for the business market. RHEL was formerly known as Red Hat Linux Advanced Server.
Resolution		Addressing all questions pertaining to and/or correcting an issue reported through the State ITSM System, such that the Enterprise Portal solution is functioning normally, as designed.
Resolution Time		The total length of time required to bring Resolution to an issue tracked in the State ITSM System.
Responsive Design		Responsive design is an approach to web design aimed at crafting sites to provide an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones). ¹
SAML-based single sign-on.		SAML (Security Assertion Markup Language) is an XML-based standard for exchanging authentication and authorization data between security domains. SAML is a product of the OASIS Security Services Technical Committee.
Secure File Transfer Protocol	SFTP	A SFTP Server is one that uses SFTP. SFTP refers to either Secure File Transfer Protocol or SSH File Transfer Protocol, and is a computing network protocol for accessing and managing files on remote systems. It allows businesses to securely transfer billing data, funds and data recovery files. SFTP uses SSH to transfer files and requires that the server authenticate the client. Commands and data are encrypted in order to prevent passwords and other sensitive information from being exposed to the network in plain text.
Simple Application		A single-page, non-payment application, used to perform intake functions and to provide capabilities to perform searches and to upload or download reports.
Simple File Transfer Protocol	SFTP	SFTP is an unsecured, lightweight version of File Transfer Protocol (FTP), which runs on Transmission Control Protocol port 115. It is not as powerful as FTP. It supports three types of data transmission: American Standard Code for Information Interchange (ASCII), binary, and continuous. It supports user authentication - when a user has to enter username and password to login into the server. It also features hierarchical folders and file management.
Simple Mail Transfer Protocol	SMTP	SMTP is the standard protocol for email services on a TCP/IP network. SMTP provides the ability

Term	Acronym	Definition
		to send and receive email messages. It is an application-layer protocol that enables the transmission and delivery of email over the Internet. The Internet Engineering Task Force (IETF) maintains SMTP. SMTP works by initiating a session between the user and server.
SMTP Requirements		SMTP is generally integrated within an email client application and is composed of four key components: <ul style="list-style-type: none"> - local user or client-end utility known as the mail user agent (MUA) - a mail submission agent (MSA) - the mail transfer agent (MTA), and - the mail delivery agent (MDA)
Software as a Service (SaaS)		SaaS is a model for the distribution of software where customers access software over the Internet. In SaaS, a service provider hosts the application at its data center and a customer accesses it via a standard web browser. It is also known as hosted software or on-demand software. <p>There are three major characteristics that apply to most SaaS vendors:</p> <ul style="list-style-type: none"> - updates are applied automatically without customer intervention - the service is purchased on a subscription basis, and - no hardware is required to be installed by the customer.
SOW-based projects		A SOW is a formal document that captures and defines the work activities, deliverables, and timeline a vendor must execute in performance of a specified work for a client. It includes detailed requirements and pricing, with standard regulatory and governance terms and conditions. A Statement of Work (SOW) often appears in an RFQ or Contract. It defines the tasks to be accomplished and/or the services to be delivered by the selected contractor. A well-written SOW is the cornerstone of an effective RFQ, and is essential to the management of a sound contract and the mitigation of contracting risks. A SOW typically addresses purpose of the project, scope of work, location of work, period of performance, deliverables schedule, applicable standards, acceptance criteria, special requirements, type of contract/payment schedule, and miscellaneous items (not part of the main negotiations). <p>SOWs are difficult to write because:</p> <ul style="list-style-type: none"> - they are unique - the risks can be serious - qualified writers are limited - they are time consuming, and - there are few rules and generally speaking, no roadmap.

Term	Acronym	Definition
State Designee		Individual designated by the State to assume a given role or responsibility on the Enterprise Portal Services project.
State Employees		State employees are people that are employed by the State of Tennessee.
State Hosting Environment		Infrastructure hosted within the State's data centers.
State-Standard Project Portfolio Management Tool		The State's tool is Planview, which is an end-to-end project and portfolio and resource management tool that allows Project Managers to integrate the planning and execution of project portfolios.
State's Ticketing System		Please see ITSM.
Statement on Standards for Attestation Engagements 16	SSAE 16	The Auditing Standards Board of the American Institute of CPAs finalized SSAE 16, Reporting on Controls at a Service Organization, in January 2010. It replaced SAS 70 as the authoritative guidance for reporting on service organizations. It became effective June 15, 2011. SSAE 16 was drafted with the intention and purpose of updating the U.S. service organization-reporting standard, and it established a new Attestation Standard, AT 801. AT 801 contains guidance for performing the service auditor's examination.
Subscription Fee		Fee assessed to provide a group of ten (10) authorized users read-only access to system records with the capability to generate queries and view results.
Supervisor Portal Administration & Account Management System	SPAAMS	This is an additional front end to NUCLEUS for the Incumbent Vendor and the State to administer user accounts and perform customer service tasks, such as reset passwords, look up account information, update information, and assist with subscription issues.
System Organization Control 2	SOC 2	SOC 2 reports are intended to meet the needs of a broad range of users that need to understand internal control at a service organization as it relates to security, availability, processing integrity, confidentiality, and privacy. They are intended for use by stakeholders of the service organization that have a thorough understanding of the organization and its internal controls. These reports are important to a stakeholder's: <ul style="list-style-type: none"> - oversight of the organization - vendor management program - internal corporate governance and risk management processes, and - regulatory oversight.
Telephone/Email/Web Support		These are three methods typically used by computer or technical support personnel to resolve Service Now tickets.
The Health Information Technology for Economic and Clinical Health Act	HITECH Act	The HITECH Act of 2009 provides Health and Human Services (HHS) with the authority to establish programs to improve healthcare quality, safety, and efficiency through the promotion of health IT, including electronic

Term	Acronym	Definition
		health records and private and secure electronic health information exchange.
Third Party		A legal entity, company, or person(s) that is not a party to a contract
Third-Party Vendor		Third-party vendors exist across the economy: in goods and manufacture, retail servicing, and internet hosting, for example. In the goods and manufacture sector, third party vendors are companies, including major brands, which obtain assemblies, components or other products and either integrate them into their own unique product or resell the products they have procured to customers or companies. They sometimes will modify the products they obtain and add their own brand. Some major types include computer vendors and Internet (ISP)/hosting sites.
TN.gov		An external website environment that is accessible to the public and the world wide web.
TN.gov Presence		Website presence that each executive branch Organizational Unit has, that resides on TN.gov.
Total Monthly Fee to Host all Applications (Simple and Complex) Off-Premise, in the Respondent's Facilities		A single, monthly fee to host ALL Simple and Complex Applications listed in RFQ Attachment K.
Total Monthly Fee to License All Users		A single, monthly fee to provide the total number of user licenses required, with the roles and access levels described in the Scenario contained in RFQ Attachment O.
Transition Maintenance and Support of Complex Applications		The fixed cost for the vendor to make staff available for the knowledge transfer that will allow the vendor to effectively support the State's Complex Applications.
Transition KidCentral Website from Proprietary CMS to the New EPP/CMS		The total fixed cost to transition the KidCentral Website from a proprietary CMS to the new EPP/CMS.
Transition Single Complex Application to EPPH Contractor Hosting		The total fixed cost to transition one Complex Application from the State's hosting platform to the Hosting Platform provided under the EPPH Contract.
Transition TN.GOV External Websites (Internet) to the EPP/CMS		The total fixed cost to transition <u>all websites</u> that make up TN.GOV to the EPP/CMS.
Transition-In Project		Transition methodology is the process of migrating knowledge, systems, and operating capabilities between an outsourcing environment to an in-house staff. A transition-in project employs a four-to-five phased approach, with each phase consisting of one or more tasks producing at least one-deliverable and completion criteria that must be met in order to progress to the next phase.
Transition-In Services		The objective of ITIL Service Transition is to build and deploy IT services. Service Transition makes sure that changes to services and Service Management processes are carried out in a coordinated way. As per ITIL 2011, the following are the main processes of Service

Term	Acronym	Definition
		Transition: - change management - change evaluation - project management (transition planning and support) - application development - release and deployment management - service validation and testing - service asset and configuration management, and - knowledge management
Transmission Control Protocol/Internet Protocol	TCP/IP	TCP/IP is the language a computer uses to access the Internet. It consists of a suite of protocols designed to establish a network of networks to provide a host with access to the Internet. It is responsible for full-fledged data connectivity and transmitting the data end-to-end by providing other functions, including addressing, mapping and acknowledgement.
UIWebView in iOS		This class is used to embed web content into Apple applications.
Variable Services		Traditionally, a formal service agreement involves the creation of a legal contract with the associated costs. A Variable Service is the ability to capture the quality of service requirements and to modify them dynamically. A "cloud" can then respond to any changes, e.g. by reassigning resources, as appropriate.
Virtual CPUs	VCPUs	VCPUs are adding more processing power to a virtual device. It is not actually adding hardware.
Virtual Hosting		Virtual hosting is the act of using a remote hosting service provider to host websites, data, applications, and/or services. Virtual hosting enables a myriad of IT services and solutions that can be deployed, hosted, and executed from a remote server or computing facility, where the backend infrastructure is completely managed by the provider. Virtual hosting is also known as web hosting.
VMWare Guests		A guest virtual machine (guest VM) is the software component of a virtual machine (VM), an independent instance of an operating system (called a guest operating system) and its associated software and information. The guest VM and the host VM are the two components that make up a virtual machine. The guest VM is the component that functions as if it were a physical machine and the host VM is the underlying hardware that provides computing resources -- such as processing power, memory, disk and network I/O (input/output), and so on -- to support it.
Web Application		Software designed to run in a web browser using a browser supported programming language. It is created using a browser-supported programming language (such as the combination of JavaScript, HTML and CSS) and

Term	Acronym	Definition
		<p>relies on a web browser to render the application.</p> <p>Web Applications can be considered Simple Applications which provide information or collect information via web forms or other means within a content management system (CMS). These applications can have integrations into our State's Merchant Servicer for PCI DSS information collection.</p>
Web Application Hybrid Mash Up		<p>A web page, or web application, that uses content from more than one source to create a single new service displayed in a single graphical interface.</p> <p>These can be considered Simple Applications which provide information or collect information via web forms or other means within a content management system (CMS). These applications can have integrations into our State's Merchant Servicer for PCI DSS information collection.</p>
Web Developer		<p>A web developer is a programmer who specializes in, or is specifically engaged in, the development of World Wide Web applications, or distributed network applications that are run over HTTP from a web server to a web browser.</p>
Web Server		<p>A web server is a system that delivers content or services to end users over the Internet. A web server consists of a physical server, serve operating system (OS) and software used to facilitate HTTP communication. A web server is also known as an Internet server. An Internet server responds to HTTP requests to deliver content and services.</p>
Web Service		<p>Software designed to support interoperable interaction over a network. A web service is a method of communications between two web-based electronic devices over a network.</p>
Web Solutions Team		<p>State team, housed in Strategic Technology Solutions (STS), responsible for the State's internal and external websites</p>
Web Stats Server		<p>A web stat server is used to collect web analytics, the measuring, collection, analyzing, and reporting of web data for optimization.</p>
Web View in Android		<p>A web view is a view that displays web pages. By default, a WebView provides no browser-like widgets, does not enable JavaScript, and web page errors are ignored.</p>
Webpage		<p>A document displayed by a webserver containing markup tags and possibly markup anchors from other websites or web services. A webpage is a specified page on a website dedicated to a particular subject or purpose.</p>
Website		<p>A website is a digital presence located on the Internet made of various coding languages, which reflects the Organizational Unit or subject that is being communicated. A Website generally comprises a set of related Webpages displayed from a Webserver.</p>

Term	Acronym	Definition
Windows, iOS, and Android		<ul style="list-style-type: none">- Windows is an operating system for state personal computers.- IOS is the operating system for Apple devices.- Android is the operating system for Android-based devices.

Current Web Environment Specifications

The following are specifications for Tennessee's current web environments. These provide a baseline reference only for estimating the size of the new environments to be established and operated under this contract.

External (Internet) Environment: tn.gov – Volume Metrics

Compute	Network	Storage
8 GB x 8 CPU	33,200 GB / month	3 TB

Internal (Intranet) Environment: intranet.tn.gov – volume Metrics

Compute	Network	Storage
8 GB x 4 CPU 8 GB x 4 CPU	150 GB / month	250 GB

TeamTN.GOV Servers

Compute	Network	Storage
8 GB x 3 CPU	33,200 GB / month	3 TB

Redis Caching Servers

Compute	Network	Storage
8 GB x 3 CPU	33,200 GB / month	3 TB

**Complex Application Transaction Volumes
FY 2015**

Dept. Name	Application Name	July 14	Aug. 14	Sept. 14	Oct. 14	Nov. 14	Dec. 14	Jan. 15	Feb. 15	March 15	April 15	May 15	June 15	Total
Alcohol & Beverage Commission	Licensing System	7,992	6,673	6,520	7,188	5,847	6,821	6,895	5,631	7,679	7,537	8,617	8,140	85,540
Administrative Office of the Courts	TN Criminal Justice (TNCRIM)	121,400	123,589	127,664	130,623	109,921	120,385	140,527	118,430	139,170	128,336	133,721	136,162	1,529,928
Children's Services	Adoption Registration Portal	56	51	95	16	38	31	42	30	116	121	101	100	797
Children's Services	Advocare – TennCare Advocate Portal	1,664	2,251	1,982	1,765	1,636	515	785	1,438	2,321	3,358	3,333	2,087	23,135
Children's Services	Child Abuse Referral and Tracking	0	0	0	0	0	0	0	0	0	0	18,188	3,597	21,785
Children's Services	Contract Management (DCSCONTRACTS)	728	133	251	900	142	140	334	403	890	370	823	287	5,401
Children's Services	Driver Record Web Services (DRIVERRECORDWS)	266	343	503	566	343	108	240	367	493	488	247	134	4,098
Children's Services	Childcare Facility Licensing Inspections(DCSINSPECT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Children's Services	Iverify Parent Service	2,170	2,210	2,243	2,248	2,060	2,281	2,391	2,302	2,308	2,750	2,679	2,731	28,373
Children's Services	Web Services (not an app – displays data in XML format)	0	0	0	0	0	0	0	0	0	0	0	0	0
Commerce & Insurance	CIUPDATES	28	38	49	65	39	52	45	38	66	72	118	73	683
Commerce & Insurance	State Fire Marshall Electronic Plan (AEPLANS)	1,213	27,268	31,481	43,475	20,051	32,914	13,931	23,494	31,097	48,865	52,636	31,728	358,153
Commerce & Insurance	State Fire Marshall Office (MODPLANS)	49	20	28	35	45	38	35	29	27	30	39	34	409
Corrections	Volunteer Services (Vserv)	49	113	73	42	33	79	80	89	66	51	30	81	786

Dept. Name	Application Name	July 14	Aug. 14	Sept. 14	Oct. 14	Nov. 14	Dec. 14	Jan. 15	Feb. 15	March 15	April 15	May 15	June 15	Total
Corrections	Felony Offender (FOIL)	199,211	198,925	190,100	218,036	261,294	266,895	295,533	171,886	233,085	273,655	201,333	141,852	2,651,805
Education	Educator Licenses	114,938	143,810	98,429	73,287	72,093	24,854	44,694	76,801	85,349	107,960	155,503	62,570	1,060,288
Education	TN Education Standards Review (TCAS)	0	0	0	0	35,468	12,615	31,293	26,315	10,447	15,285	80	2	131,505
Environment & Conservation	Underground Storage (USTOP)	1,635	2,436	2,265	2,929	1,963	622	1,315	1,928	1,998	1,867	1,715	784	21,457
Ethics Commission	Conflict of Interest	98	87	511	71	19	73	6,617	877	553	231	85	133	9,355
Ethics Commission	Lobbyist Registration	16	26	27	23	54	439	782	211	161	49	14	12	1,814
Ethics Commission	Online Campaign Finance	2,557	503	134	2,236	294	91	1,117	243	53	22	17	34	7,301
Finance & Administration	Find Help TN	0	0	0	0	0	0	0	0	0	0	0	0	0
Finance & Administration	Open Gov't Salary Search	35,713	43,605	39,104	42,480	40,876	13,147	24,645	41,378	45,354	51,700	47,886	23,902	449,790
Governor's Office	Notification System	12	12	9	11	10	14	13	12	9	7	16	30	155
Health	Licensing Boards (HLRS)	7,595	7,090	7,069	6,986	6,419	6,738	7,760	6,745	7,506	5,857	7,091	7,733	84,589
Health	Licensing	7,577	7,076	7,055	6,960	6,403	6,725	7,729	6,734	7,462	11,684	7,078	8,000	90,483
Health	Trading Partner Registration	0	0	0	0	0	0	0	0	0	532	13	44	589
Health & Agriculture	Cris Check Restaurant Inspection (CRIS-WS)	0	0	0	0	0	0	0	0	0	0	0	0	0
Higher Education	Postsecondary School Authority	471	540	586	305	379	283	213	464	289	515	844	337	5,223
Human Services	CASECONNECT	0	0	0	0	0	0	0	0	0	0	18,188	0	18,188
Human Services	Child Care	4,201	3,545	3,277	4,306	3,655	3,802	3,631	3,663	3,733	4,787	3,798	4,637	47,035
Human Services	Child Support Enforcement	339,080	331,304	336,305	343,623	323,538	370,228	385,625	351,231	371,888	383,991	374,095	369,286	4,280,194
Labor	Case Management Utilization Review (CMUR)	2,904	2,652	2,842	3,340	2,267	2,358	3,362	2,820	3,455	3,052	3,195	4,000	36,247
Labor	Prevailing Wages Survey	0	0	0	526	0	0	0	0	0	0	0	5	531
Revenue	Business Tax – Batch Payment	4	0	0	3	0	600	4	48	28	66	12	7	772
Revenue	EDI Filings	1,764	1,461	1,520	1,845	1,585	1,572	2,079	1,595	1,591	1,848	1,625	1,640	20,125
Revenue	Estate and Trust MEF ((ETIMEF)	0	0	0	0	0	0	1	143	710	3,693	52	89	4,688
Revenue	Franchise & Excise Tax	4,210	5,419	25,517	12,959	1,589	2,445	2,791	10,371	40,029	43,045	3,411	4,900	156,686

Dept. Name	Application Name	July 14	Aug. 14	Sept. 14	Oct. 14	Nov. 14	Dec. 14	Jan. 15	Feb. 15	March 15	April 15	May 15	June 15	Total
	Long Form MEF (FNELONG)													
Revenue	Income MEF for Dept. of Rev.	1,366	1,471	2,458	10,382	92	0	2,073	11,480	32,777	70,804	2,256	2,233	137,392
Revenue	IVTR	29,201	28,428	29,330	31,226	25,593	29,123	29,120	23,181	30,608	30,901	31,365	38,297	356,373
Revenue	Streamlined Sales Tax	187	184	194	198	193	189	199	189	210	210	206	186	2,345
Revenue	Tax System	117,978	49,691	1,139	951	0	0	140,956	101,470	133,357	173,591	86,814	200,000	1,005,947
Revenue	Tobacco Online Filing System (TFILE)	0	0	0	0	0	0	0	0	0	0	0	0	0
Revenue	Users Management (Revusers)	1,736	2,043	1,444	1,470	2,168	1,923	447	2,145	2,001	4,695	2,979	1,165	24,216
Safety	AMVR	35,846	34,356	33,072	40,922	32,011	32,779	37,446	33,463	42,825	43,364	40,028	44,521	450,633
Safety	BUSINSPECT	18,795	27,423	17,391	14,604	9,720	4,058	10,550	231,065	23,145	19,836	15,992	8,399	191,978
Safety	IMVR	184,905	174,625	175,585	179,530	142,609	157,911	181,778	179,620	193,488	182,226	175,676	196,768	2,124,721
Safety	License Lookup	0	0	435	987	1,209	0	2,994	5,397	6,036	5,054	5,454	2,748	30,314
Safety	LMVR	3238	247	205	220	613	289	255	136	558	524	1,368	700	5,443
Safety	Online Handgun	2,388	2,745	2,850	3,332	3,486	4,084	7,157	5,380	5,389	4,237	3,722	4,362	49,132
Safety	PMVR	3,152	3,362	3,293	2,907	2,428	2,544	3,547	3,340	4,307	3,931	3,518	3,593	39,922
Safety	SMVR	376	286	363	280	106	268	235	194	165	218	505	217	3,213
Safety	THP Business Driver Certification (TPHBUSCERT)	462	386	434	978	264	978	3,685	9,613	3,061	1,845	829	314	22,849
TBI	METHOR	35,288	29,578	37,471	18,561	26,848	57,713	14,600	22,352	26,241	27,775	32,481	13,331	342,239
Transportation	Local Programs	4	4	1	3	2	0	5	0	7	35	4	18	83
Treasury	Gift Center	0	0	0	0	0	0	0	0	55	5	1	8	69
Treasury	LGIP	260	258	268	303	238	243	240	223	255	238	240	300	3,066
Treasury	Unclaimed Property	0	0	0	0	0	0	0	0	0	0	0	0	0
Wildlife Resource Agency	Wildlife Donation	2	2	0	0	0	0	0	0	0	0	1	10	15

Typical Complex Application Hosting Scenario

This attachment provides the scenario parameters for completing the “Total Monthly Fee to Host the Typical Complex Application in the EPPH Contractor’s Facilities” item in Cost Proposal Table G – EPPH User License and Hosting Scenarios.

The characteristics of the “typical” complex application to be used for production environment sizing are:

- Peak workload: 1,200 transactions per hour (during normal business hours)
- Transaction (page) size: 250 KB
- Response time: less than or equal to 10 seconds
- Data: 700GB in a relational database

The proposed hosting cost shall include the following:

- Servers
- Storage
- Bandwidth (in, out, between zones, etc.)
- Security infrastructure
- Database
- Disaster Recovery (RTO <= 4 hours, RPO <= 15 minutes)
- Middleware
- Monitoring
- Backups & Restores
- Integration with the State’s federated Active Directory
- Tier 2 support for the hosting infrastructure and platform including collaboration with the EPIS contractor as needed for problem resolution
- Additional fees – Administration, backup, etc.